



# भारत का राजपत्र The Gazette of India

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NEW DELHI, SATURDAY, DECEMBER 8, 2001/AGRAHAYANA 17, 1923

इस भाग में निम्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में  
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a  
separate compilation

## भाग II—खण्ड 3—उप-खण्ड (ii) PART II—Section 3—Sub-Section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय की छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएँ  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 29 नवम्बर, 2001

2. सुशील रंजन दाम

3. शिव कुमार

4. शम्भु नाथ खन्ना

[सं. 225/24/2000-ए.वी.डी.-II)]

हरि सिंह, अवर सचिव

का.आ. 3298.— केन्द्रीय सरकार एतद्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम संख्या 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए निम्नलिखित अधिवक्ताओं को झारखंड राज्य में विचारण न्यायालयों में निदेशक, के.अ. ब्यूरो द्वारा उन्हें सौंपे गए दिल्ली विशेष पुलिस स्थापना (के.अ. ब्यूरो) द्वारा संस्थित मामलों के अभियोजन तथा बिधि द्वारा स्थापित पुनरीक्षण अथवा अपील न्यायालयों में इन मामलों से उद्भूत अपीलों/पुनरीक्षणों अथवा अन्य बिषय का संचालन करने के लिए विशेष लोक अभियोजक के रूप में नियुक्त करती है :—

सर्वे श्री

1. शिओ नारायण गुप्ता

## MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 29th November, 2001

S.O. 3298.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints the following Advocates as

Special Public Prosecutors for conducting the prosecution of cases instituted by the Delhi Special Police Establishment (CBI) in the state of Jharkhand as entrusted to them by the Director, Central Bureau of Investigation, in the trial Courts and appeals|revisions or other matter arising out of these cases in revisional or appellate Courts established by law :—

1. Sh. Sheo Narayan Gupta
2. Sh. Sushil Ranjan Das
3. Sh. Shiv Kumar
4. Sh. Shambhu Nath Khanna.

[No. 225/24/2000 AVD-II]  
HARI SINGH, Under Secy.

वित्त मंत्रालय

(व्यय विभाग)

नई दिल्ली, 20 नवम्बर, 2001

का.आ. 3299.— भविष्य निधि अधिनियम, 1925 (1925 के 19) का खण्ड 8 के उप-खण्ड (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उपरोक्त अधिनियम की अनुसूची में निम्नलिखित सार्वजनिक संस्थान का नाम जोड़ती है, नामतः :—

“राष्ट्रीय आयुर्वेद विद्यापीठ”

[सं. 4(1)—संस्था-V/95(I)]  
महेन्द्र सिंह, निदेशक

MINISTRY OF FINANCE

(Department of Expenditure)

New Delhi, the 20th November, 2001

S.O. 3299.—In exercise of the powers conferred by sub-section (3) of section 8 of the Provident Funds Act, 1925 (19 of 1925) the Central Government hereby adds to the Schedule to the said Act the name of the following public institution, namely :—

“Rashtriya Ayurveda Vidypeeth”

[No. 4(1)-EV/95(I)]  
MOHINDER SINGH Director

नई दिल्ली, 20 नवम्बर, 2001

का.आ. 3300.— भविष्य निधि अधिनियम, 1925 (1925 का 19) के खण्ड 8 के उप-खण्ड (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा निदेश देती है कि उपरोक्त अधिनियम के प्रावधानों (खण्ड 6क के अलावा) राष्ट्रीय आयुर्वेद विद्यापीठ के कर्मचारियों के लाभ के लिए प्रस्थापित भविष्यनिधि पर लागू होंगे।

[सं. 4(1)—संस्था-V/95(II)]

महेन्द्र सिंह, निदेशक

New Delhi, the 20th November, 2001

S.O 3300.—In exercise of the powers conferred by sub-section (2) section 8 of the Provident Funds Act, 1925 (19 of 1925) the Central Government hereby directs that the provisions of the said Act (except section 6A) shall apply to the Provident Fund established for the benefit of the employes of the Rashtriya Ayurveda Vidyapeeth.

[No. 4(1)-EV/95(II)]

MOHINDER SINGH, Director

उपभोक्ता मामले, खाद्य और सार्वजनिक  
वितरण मंत्रालय

(खाद्य और सार्वजनिक वितरण विभाग)

नई दिल्ली, 21 नवम्बर, 2001

का.आ. 3301.—केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय (खाद्य और सार्वजनिक वितरण विभाग) के प्रशासनिक नियंत्रणाधीन भारतीय खाद्य निगम के निम्नलिखित कार्यालय, जिसके 80 प्रतिशत से अधिक कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है :—

भारतीय खाद्य निगम,  
क्षेत्रीय कार्यालय,  
रायपुर (छत्तीसगढ़),

[संस्था ई.-11011/1/2001-हिन्दी]  
रजनी राजदान, संयुक्त सचिव

## MINISTRY OF CONSUMER AFFAIRS.

## FOOD &amp; PUBLIC DISTRIBUTION

(Department of Food and Public Distribution)

New Delhi, the 21st November, 2001

S.O. 3301.—In pursuance of sub-rule (4) of rule 10 of the Official Language (use for Official Purpose of the Union) Rules, 1976 the Central Government hereby notifies the following office of Food Corporation of India under the administrative control of the Ministry of Consumer Affairs, Food & Public Distribution (Deptt. Of Food & Public Distribution), where of more than 80 per cent of staff have acquired the working knowledge of Hindi :-

Food Corporation of India,  
Regional Office,  
Raipur (Chhatisgarh).

[No. E-11011/1/2001-Hindi]  
RAJNI RAZDAN, Jt. Secy.

सूचना और प्रमाणन मंत्रालय

नई दिल्ली, 6 नवम्बर, 2001

का.आ. 3302.—चलचित्र (प्रमाणन) नियम, 1983 के नियम 3 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, और केन्द्रीय फिल्म प्रमाणन बोर्ड के सदस्यों की नियुक्ति से संबंधित पूर्व अधि-सूचनाओं के अधिक्रमण में, केन्द्र सरकार, केन्द्रीय फिल्म प्रमाणन बोर्ड का पुनर्गठन करती है और उक्त बोर्ड के सदस्यों

के रूप में निम्नलिखित व्यक्तियों को अगले आदेशों तक तत्काल प्रभाव से नियुक्त करती है :—

1. श्रीमती एम.आर. पटेल,
2. श्रीमती टीना अम्बानी,
3. श्री जे.के. जागियासी,
4. श्री अरविन्द त्रिवेदी (लंकेश),
5. श्रीमती चित्रा देसाई,
6. श्री एम.आर. अशोक कुमार,
7. श्री बी. निरुवेंगादम,
8. श्री एल. सुरेश,
9. श्री चित्रा लक्ष्मनन,
10. श्री सनत दत्त,
11. श्री रवीन्द्र कुमार,
12. श्री श्रीनाथ,
13. श्री बारागुरु रामचन्द्रप्पा,
14. कुमारी शोभा करंडलाजे
15. श्री पी. शिवकृष्णा,
16. सुश्री टी. विजयलक्ष्मी,
17. श्री संयद काजी हुसैन परखेज,
18. श्री त्रिपुरानेनी महाराधी,
19. श्री हेमनदास,
20. डॉ. रमेश प्रसाद पाणिग्राही,
21. श्रीमती पार्वती पारिदा,
22. श्री मवलिककारा रामचन्द्रन,
23. श्री ए.के. हसीद,
24. श्री राजेन्द्र मोहन,
25. कुमारी पूर्णिमा सेठी,

[फा.सं. 809/3/2001-एफ. (सी. )]

ए.सी. दुग्गल, संयुक्त सचिव

## MINISTRY OF INFORMATION & BROADCASTING

New Delhi, the 6th November, 2001

S.O. 3302.—In exercise of the powers conferred by sub-section (1) of Section 3 of the Cinematograph Act, 1952 (37 of 1952) read with rule 3 of the Cinematograph (Certification) Rules, 1983 and in supersession of the earlier Notifications relating to appointment of members of the Central Board of Film Certification, the Central Government is pleased to reconstitute the Central Board of Film Certification and to appoint the following persons as members of the said Board with immediate effect until further orders :—

1. Smt. S. R. Patel
2. Smt. Tina Ambani
3. Shri J. K. Jagiasi
4. Shri Arvind Trivedi (Lankesh)
5. Smt. Chitra Desai
6. Shri S. R. Ashok Kumar
7. Shri V. Thiruvengadam
8. Shri L. Suresh
9. Shri Chitra Lakshmanan
10. Shri Sanat Dutta
11. Shri Ravindra Kumar
12. Shri Srinath
13. Shri Baraguru Ramachanddrappa
14. Km. Shobha Karandlaje
15. Shri P. Shiv Krishna
16. Mrs. T. Vijaya Lakshmi
17. Shri Syed Fazil Hussain Parvez
18. Shri Tripuraneni Maharadhi
19. Shri Hemen Dass
20. Dr. Ramesh Prasad Panigrahi

21. Smt. Pravati Parida
22. Shri Mavelikkara Ramachandran
23. Shri A. K. Hameed
24. Shri Rajendra Mohan
25. Km. Poornima Sethi.

[File No. 809/3/2001-F(C)]

A. C. DUGGAL, Jt. Secy.

विद्युत मंत्रालय

नई दिल्ली, 22 नवम्बर, 2001

का.आ. 3303.—भारतीय विजली अधिनियम, 1910 (1910 का 9) के खंड-36 के उपखंड 1 के अनुसरण में केन्द्र सरकार केन्द्रीय विद्युत प्राधिकरण (के.वि.प्रा.) में मुख्य अभियंता श्री पी.एल. अग्रवाल को 7-9-2001 से मुख्य अभियंता श्री ए. वर्गीज, जिन्हें अब शिलांग में नॉर्थ इस्टर्न रिजनल इलेक्ट्रिसिटी बोर्ड (एन.ई.आर.ई.बी.) में स्थानांतरित कर दिया गया है, के स्थान पर वैद्युत निरीक्षक के रूप में नियुक्त करती है।

[फा.सं. 42/4/2001-आर.एंड.आर.]

अजय शंकर, संयुक्त सचिव

## MINISTRY OF POWER

New Delhi, the 22nd November, 2001

S.O. 3303.—In pursuance of sub-section 1 of section 36 of the Indian Electricity Act, 1910 (9 of 1910), the Central Government is pleased to nominate Shri P. S. Agarwal, Chief Engineer, Central Electricity Authority (CEA) as Electrical Inspector w.e.f. 07-09-2001 vice Shri A. Varghese, Chief Engineer who has since been transferred to North Eastern Regional Electricity Board (NEREB), Shillong.

[F. No. 42/4/2001- R&R]

AJAY SHANKAR, Jt. Secy.



## पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 20 नवम्बर, 2001

का. आ. 3304.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का. आ. 686(अ) तारीख 17 जुलाई, 2001 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में, आन्ध्रप्रदेश राज्य में काकिनाडा जंक्शन पोइंट से बी एस ई एस पाइपलाइन परियोजना के माध्यम से गैस के परिवहन के लिए गैस अथॉरिटी ऑफ इंडिया लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को 18 अगस्त, 2001 से 11 सितम्बर, 2001 तक उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और केन्द्रीय सरकार, उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए सभी विल्लगमों से मुक्त गैस अथॉरिटी ऑफ इंडिया लिमिटेड में निहित होगा।

## अनुसूची

जिला	मंडल	ग्राम	सर्वे सं.	भू.प्र.अ. अधिकार के लिए अर्जित क्षेत्रफल हेक्टर
1	2	3	4	5
पूरुब गोदावरि काकिनाडा जिला	सर्पवरम रूरल	230	भाग	0.1383
		245	भाग	0.0889
		243	भाग	0.1580
		242/1 & 2	भाग	0.1185
		259	भाग	0.1778
		278	भाग	0.0790
		279	भाग	0.0691
		283	भाग	0.1580

1	2	3	4	5
पूरुब गोदावरि काकिनाडा जिला	सर्पवरम रूरल	284	भाग	0.0493
		290	भाग	0.1877
		291	भाग	0.2469
		293	भाग	0.1482
		कुल		1.6197
पूरुब गोदावरि सामर्लकोटा जिला	बोयनपूडि	93/2	भाग	0.1580
		93/1	भाग	0.1086
		96/10	भाग	0.2227
		87/1	भाग	0.0593
		88/1	भाग	0.0727
		86	भाग	0.3161
		85	भाग	0.0198
		81/7A	भाग	0.0376
		81/7B	भाग	0.0400
		83/6	भाग	0.0711
		83/7	भाग	0.0444
		83/4	भाग	0.0780
		83/2	भाग	0.0839
		83/1	भाग	0.0593
		74	भाग	0.0198
		80/4	भाग	0.3635
		कुल		1.7548
पूरुब गोदावरि सामर्लकोटा जिला	वि. के. रायपुरम	61	भाग	0.0731
		60/2	भाग	0.0232
		60/1	भाग	0.2139
		62	भाग	0.2336
		75/1	भाग	0.4963
		77/4	भाग	0.0267
		77/1	भाग	0.1807
		78	भाग	0.2469
		80	भाग	0.5235
		180	भाग	0.1008
		184/15	भाग	0.0988
		184/14	भाग	0.1126
		184/12	भाग	0.2130
		184/13	भाग	0.0348
		184/11	भाग	0.0173
		184/5	भाग	0.2190
		184/4	भाग	0.0360
		184/3	भाग	0.0679
		184/1	भाग	0.1126
		कुल		3.0307

1	2	3	4	5
पूरब गोदावरि सामलकोटा जिला	जग्गम्मगारिपेट	244 भाग	0.2170	
		246 भाग	0.4120	
		236 भाग	0.0850	
		227 भाग	0.3360	
		228/5 भाग	0.3160	
		206/1 भाग	0.2070	
		206/2 भाग	0.0890	
		205 भाग	0.2370	
		204 भाग	0.0840	
		201/1 भाग	0.1380	
		193/2 भाग	0.3560	
		194 भाग	0.3310	
		195 भाग	0.5430	
		166/1 भाग	0.0150	
		166/3 भाग	0.0300	
		166/8 भाग	0.0260	
		166/9 भाग	0.0220	
		165/4 भाग	0.3950	
		165/3 भाग	0.0590	
		165/2 भाग	0.1580	
पूरब गोदावरि सामलकोटा जिला	भीमवरम	165/1 भाग	0.1580	
		163/1 भाग	0.1180	
		163/2 भाग	0.0410	
		कुल	4.3730	
		353 भाग	0.2864	
		352 भाग	0.0296	
		259 भाग	1.5407	
		266/3 भाग	0.2765	
		266/1 & 2 भाग	0.2963	
		269 भाग	0.0642	
पूरब गोदावरि सामलकोटा जिला	वेटलपालेम	533 भाग	0.6214	
		280 भाग	1.1852	
		283 भाग	0.0790	
		कुल	4.3793	
		407/3 भाग	0.0458	
		407/6 भाग	0.0529	
		406 भाग	0.1383	
पूरब गोदावरि सामलकोटा जिला	वेटलपालेम	60/2 भाग	0.3358	
		60/1 भाग	0.2765	
		61 भाग	0.0989	
		58/3, 4 & 2 भाग	0.8988	
		63 भाग	0.2370	

1	2	3	4	5
पूरब गोदावरि सामलकोटा जिला	वेटलपालेम	69 भाग	0.1132	
		70/2 भाग	0.2765	
		85/1 भाग	0.1185	
		85/2 भाग	0.1185	
		85/3 भाग	0.0691	
		84 भाग	0.1877	
		74 भाग	0.1432	
		83 भाग	0.1420	
		80 भाग	0.0217	
		408/4 भाग	0.0722	
कुल			3.3466	

[ फा.संख्या-एल-14014/14/01-जी.पी ]

स्वामी सिंह, निदेशक

### MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 20th November, 2001

**S.O. 3304.**—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas No. 686(E) dated the 17th July, 2001, issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying pipeline for transport of gas through Kakinada Junction Point to BSES gas Pipeline Project in the State of Andhra Pradesh by the Gas Authority of India Limited;

And whereas, copies of the said Gazette notifications were made available to the public from 18th August 2001 to 11th September, 2001;

And whereas, the Competent Authority has under sub-section (1) of section 6 of the said Act submitted report to the Central Government;

And whereas, the Central Government has, after considering the said report, and decided to acquire the right of user in the lands specified in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the Schedule appended to this notification is hereby acquired for laying the pipelines;

And, further, in exercise of the powers conferred by sub-section (4) of that section, the Central Government directs that the right of user in the land shall instead of vesting in the Central Government, vest on this date of the publication of this declaration in the Gas Authority of India Limited, free from all encumbrances.

SCHEDULE					1	2	3	4	5
District	Mandal	Village	Survey No.	Area in Hectare					
1	2	3	4	5					
East	Kakinada	Sarpavaram	230 Part	0.1383				77/1 Part	0.1807
Godavari	Rural		245 Part	0.0889				78 Part	0.2469
			243 Part	0.1580				80 Part	0.5235
			242/1&2 Part	0.1185				180 Part	0.1008
			259 Part	0.1778				184/15 Part	0.0988
			278 Part	0.0790				184/14 Part	0.1126
			279 Part	0.0691				184/12 Part	0.2130
			283 Part	0.1580				184/13 Part	0.0348
			284 Part	0.0493				184/11 Part	0.0173
			290 Part	0.1877				184/5 Part	0.2190
			291 Part	0.2469				184/4 Part	0.0360
			293 Part	0.1482				184/3 Part	0.0679
								184/1 Part	0.1126
			<b>Total :</b>	<b>1.6197</b>				<b>Total :</b>	<b>3.0307</b>
East	Kakinada	Sarpavaram	93/2 Part	0.1580	East	Samalkot	Jaggamma—	244 Part	0.2170
Godavari			93/1 Part	0.1086	Godavari	Garipeta		246 Part	0.4120
			96/10 Part	0.2227				236 Part	0.0850
			87/1 Part	0.0593				227 Part	0.3360
			88/1 Part	0.0727				228/5 Part	0.3160
			86 Part	0.3161				206/1 Part	0.2070
			85 Part	0.0198				206/2 Part	0.0890
			81/7A Part	0.0376				205 Part	0.2370
			81/7B Part	0.0400				204 Part	0.0840
			83/6 Part	0.0711				201/1 Part	0.1380
			83/7 Part	0.0444				193/2 Part	0.3560
			83/4 Part	0.0780				194 Part	0.3310
			83/2 Part	0.0839				195 Part	0.5430
			83/1 Part	0.0593				166/1 Part	0.0150
			74 Part	0.0198				166/3 Part	0.0300
			80/4 Part	0.3635				166/8 Part	0.0260
			<b>Total :</b>	<b>1.7548</b>				166/9 Part	0.0220
East	Samalkot	V.K. Rayapuram	61 Part	0.0731				165/4 Part	0.3950
Godavari			60/2 Part	0.0232				165/3 Part	0.0590
			60/1 Part	0.2139				165/2 Part	0.1580
			62 Part	0.2336				165/1 Part	0.1580
			75/1 Part	0.4963				163/1 Part	0.1180
			77/4 Part	0.0267				163/2 Part	0.0410
								<b>Total :</b>	<b>4.3730</b>

1	2	3	4	5
East Samalkot	Bhimavaram	353 Part	0.2864	
Godavari		352 Part	0.0296	
		259 Part	1.5407	
		266/3 Part	0.2765	
		266/1&2 Part	0.2963	
		269 Part	0.0642	
		533 Part	0.6214	
		280 Part	1.1852	
		283 Part	0.0790	
<b>Total :</b>			<b>4.3793</b>	
East Samalkot	Vetlapalem	407/3 Part	0.0458	
Godavari		407/6 Part	0.0529	
		406 Part	0.1383	
		60/2 Part	0.3358	
		60/1 Part	0.2765	
		61 Part	0.0989	
		58/3, 4&2 Part	0.8988	
		63 Part	0.2370	
		69 Part	0.1132	
		70/2 Part	0.2765	
		85/1 Part	0.1185	
		85/2 Part	0.1185	
		85/3 Part	0.0691	
		84 Part	0.1877	
		74 Part	0.1432	
		83 Part	0.1420	
		80 Part	0.0217	
		408/4 Part	0.0722	
<b>Total :</b>			<b>3.3466</b>	

[F. No. L-14014/14/01-G.P.]

SWAMI SINGH, Director

नई दिल्ली, 28 नवम्बर, 2001

का. आ. 3305.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का. आ. 753(अ) तारीख 4 अप्रैल, 2001 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में, तमिलनाडु राज्य में कुथालम-1 से मरुथूर टीएनईबी गैस पाइपलाइन परियोजना के माध्यम से प्राकृतिक गैस के परिवहन के लिए गैस अथॉरिटी ऑफ इंडिया लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को 4 जून, 2001 को उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमि में उपयोग के अधिकार का अर्जन किया जाता है;

और केन्द्रीय सरकार, उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए सभी विल्लगमों से मुक्त गैस अथॉरिटी ऑफ इंडिया लिमिटेड में निहित होगा।

## अनुसूची

जिला	तालुक	ग्राम की सं. एवं नाम	सर्वे नं.	अर्जित क्षेत्र. हेतु हेक्टेयर में
1	2	3	4	5
नागापट्टीनम	मईलाडुतुरै	71, सैन्यानालूर	50/1	0.16.5
			50/7	0.04.5
			50/8	0.04.5
			50/10	0.03.5
			71/14	0.03.0
			72/1	0.05.0
			72/2	0.00.5
			78/1	0.07.0
			78/2अ	0.05.5
			78/4	0.04.5
			170/1	0.14.0
			172/2	0.06.0
			172/4	0.03.0
			174/1	0.09.5
			183/1	0.10.5
			183/2	0.00.5
			188/1	0.07.5
			188/2	0.01.5
			188/6	0.04.5
			187/1	0.01.5
			186/3	0.01.5
			71/5	0.00.5
			71/15	0.01.0
			<b>कुल</b>	<b>1.16.0</b>

1	2	3	4	5	1	2	3	4	5
नागापट्टीनम	मईलाडुतुरै	52, क्षेत्रापालापुरम	114/2	0.02.0				144/1	0.17.0
			113/1ब	0.00.5				85/2	0.08.5
			113/1स	0.05.5				कुल	1.26.5
			117	0.00.5	नागापट्टीनम	मईलाडुतुरै	51/2, उमाम-	487/7	0.06.0
			128	0.03.0			बालापुरम	487/9	0.06.0
			127	0.18.5				478/1अ	0.09.0
			125	0.11.0				478/1ब	0.01.5
			126	0.05.0				478/2	0.05.5
			129/3	0.01.5				480/3	0.18.0
			190/4	0.01.0				649/1अ	0.07.0
			190/5	0.02.5				649/1ब	0.05.0
			190/8	0.01.0				652/2	0.03.0
			191	0.03.5				652/3	0.06.0
			194/1अ	0.07.5				652/4	0.11.0
			193	0.02.0				662	0.01.0
			192/2	0.00.5				659/3	0.05.5
			192/4	0.02.5				654	0.00.5
			195	0.00.5				660/1	0.26.5
			115/1	0.00.5				660/2	0.10.0
			115/2	0.06.0				669/1	0.02.5
			115/3	0.06.0				669/2	0.15.0
			115/4ब	0.04.0				669/3	0.02.0
			116	0.03.0				कुल	1.41.0
			कुल	0.88.0	नागापट्टीनम	मईलाडुतुरै	70, मैलाईयूर	22/2अ	0.04.5
नागापट्टीनम	मईलाडुतुरै	51, कुथालम	490	0.09.0				22/2स	0.14.0
			493	0.17.0				23/1	0.06.0
			492	0.02.0				23/8अ	0.04.0
			500	0.01.0				24	0.01.0
			648/1	0.05.0				41	0.01.5
			648/2अ	0.03.0				43	0.07.0
			647/1ब	0.00.5				44	0.07.0
			647/2	0.06.0				45/1	0.12.0
			77/1	0.11.0				45/3	0.00.5
			548	0.05.0				46/1	0.14.5
			कुल	0.59.5				61/4अ	0.02.0
नागापट्टीनम	मईलाडुतुरै	81, पेरुमलकोईल	90	0.01.0				61/6	0.02.0
			89/1	0.01.5				61/1	0.02.5
			89/2	0.15.0				89/4	0.08.5
			82/2	0.03.5				89/5	0.01.0
			80	0.17.0				89/8अ	0.06.5
			91	0.05.0				89/8द	0.02.0
			135	0.20.0				89/8फ	0.05.0
			136/3अ	0.04.0				89/8ज	0.03.0
			136/3ब	0.00.5				90	0.02.5
			138	0.09.0				111/4	0.07.0
			141	0.01.5				111/5	0.04.0
			142/1	0.23.0					

1	2	3	4	5
नागापट्टीनम	मईलाडुतुरै	70, मैलाईयूर	111/8	0.07.0
			110/1अ	0.02.5
			110/1ब	0.01.0
			109/1अ	0.00.5
			109/4	0.05.0
			109/13	0.01.0
			109/17अ	0.01.5
			109/20	0.06.0
			109/21	0.03.5
			109/22	0.02.0
			109/25	0.00.5
			109/27	0.02.0
			109/30	0.05.0
			109/31	0.02.0
			108/2	0.00.5
			जी.पी.	
			108/17	0.02.5
			108/49	0.01.5
			107/2	0.01.0
			107/3	0.00.5
			107/9	0.00.5
			107/12	0.03.0
			107/11	0.00.5
			107/19	0.00.5
			107/17	0.00.5
			107/22	0.01.0
			107/18	0.00.5
			107/27	0.03.0
			107/28	0.00.5
			107/31	0.05.5
			107/42	0.01.0
			107/41	0.02.0
			106/1	0.10.0
			105/1अ	0.07.0
			105/2	0.01.0
			जी.पी.	
			119/2अ	0.02.0
			119/2ब	0.01.5
			कुल	2.03.5
नागापट्टीनम	मईलाडुतुरै	80, मरुथूर	16	0.12.0
			20	0.01.0
			जी.पी.	
			कुल	0.13.0

[ फाइल संख्या-एल-14014/6/01-जी.पी.]

स्वामी सिंह, निदेशक

New Delhi, the 28th November, 2001

S.O. 3305.—Whereas by notification of the Government of India in the Ministry of Petroleum and

Natural Gas No. 753 dated the 4th April, 2001, issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying pipeline for transport of Natural gas through Kuthalam I to Maruthur TNEB gas Pipeline Project in the State of Tamil Nadu by the Gas Authority of India Limited;

And whereas, copies of the said Gazette notification were made available to the public on the 04th day of June 2001;

And whereas, the Competent Authority has under sub-section (1) of Section 6 of the said Act submitted report to the Central Government;

And whereas, the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And, further, in exercise of the powers conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said land shall instead of vesting in the Central Government, vest on this date of the publication of this declaration in the Gas Authority of India Limited, free from all encumbrances.

#### SCHEDULE

District	Taluk	Village No. & Name	Survey No.	Area to be acquired for in hect.
1	2	3	4	5
Nagapa-	Mayiladu-	71, Senni-		
ttinam	thurai	yanallur	50/1	0.16.5
			50/7	0.04.5
			50/8	0.04.5
			50/10	0.03.5
			71/14	0.03.0
			72/1	0.05.0
			72/2	0.00.5
			G.P.	
			78/1	0.07.0

1	2	3	4	5
			78/2B	0.05.5
			78/4	0.04.5
			170/1	0.14.0
			172/2	0.06.0
			172/4	0.03.0
			174/1	0.09.5
			183/1	0.10.5
			183/2	0.00.5
			188/1	0.07.5
			188/2	0.01.5
			188/6	0.04.5
			187/1	0.01.5
			186/3	0.01.5G.P.
			71/5	0.00.5
			71/15	0.01.0
			<b>TOTAL</b>	<b>1.16.0</b>

Nagapa- ttinam	Mayiladu- thurai	52, Kshethra- palapuram	114/2	0.02.0G.P.
			113/1B	0.00.5
			113/1C	0.05.5
			117	0.00.5G.P.
			128	0.03.0G.P.
			127	0.18.5G.P.
			125	0.11.0
			126	0.05.0
			129/3	0.01.5
			190/4	0.01.0G.P.
			190/5	0.02.5G.P.
			190/8	0.01.0G.P.
			191	0.03.5
			194/1A	0.07.5
			193	0.02.0G.P.
			192/2	0.00.5
			192/4	0.02.5
			195	0.01.5G.P.
			115/1	0.00.5
			115/2	0.06.0
			115/3	0.06.0
			115/4B	0.04.0
			116	0.03.0G.P.
			<b>TOTAL</b>	<b>0.88.0</b>

Nagapa- ttinam	Mayiladu-81, Perumalkoil thurai	90	0.01.0G.P.
		89/1	0.01.5G.P.
		89/2	0.15.0
		82/2	0.03.5
		80	0.17.0

1	2	3	4	5
			91	0.05.0G.P.
			135	0.20.00
			138/3A	0.04.0
			136/3B	0.00.5
			138	0.09.0
			141	0.01.5G.P.
			142/1	0.23.0
			144/1	0.17.0
			85/2	0.08.5
			<b>TOTAL</b>	<b>1.26.5</b>

Nagapa- ttinam	Mayiladu- thurai	51, Kuthalam	490	0.09.0
			493	0.17.0
			492	0.02.0G.P.
			500	0.01.0
			648/1	0.05.0
			648/2A	0.03.0
			647/1B	0.00.5
			647/2	0.06.0
			77/1	0.11.0
			548	0.05.0G.P.
			<b>TOTAL</b>	<b>0.59.5</b>

Nagapa- ttinam	Mayiladu- thurai	51/2, Umam- Balpuram	487/7	0.06.0
			487/9	0.06.0
			478/1A	0.09.0
			478/1B	0.01.5
			478/2	0.05.5
			480/3	0.18.0
			649/1A	0.07.0
			649/1B	0.05.0
			652/2	0.03.0
			652/3	0.06.0
			652/4	0.11.0
			662/	0.01.0G.P.
			659/3	0.05.5
			654/	0.00.5G.P.
			660/1	0.26.5
			660/2	0.10.0
			669/1	0.02.5
			669/2	0.15.0
			669/3	0.02.0
			<b>TOTAL</b>	<b>1.41.0</b>

1	2	3	4	5	1	2	3	4	5
Nagapa- ttinam	Mayiladu- thurai	70, Melaiyur						109/30	0.05.0
		22/2A		0.04.5				109/31	0.02.0
		22/2C		0.14.0				108/2	0.00.5G.P.
		23/1		0.06.0				108/17	0.02.5
		23/8A		0.04.0				108/49	0.01.5
		24	0.01.0G.P.					107/2	0.01.0
		41	0.01.5G.P.					107/3	0.00.5
		43	0.07.0					107/9	0.00.5
		44	0.07.0					107/12	0.03.0
		45/1	0.12.0					107/11	0.00.5
		45/3	0.00.5					107/19	0.00.5
		46/1	0.14.5					107/17	0.00.5
		61/4A	0.02.0					107/22	0.01.0
		61/6	0.02.0					107/18	0.00.5
		61/1	0.02.5					107/27	0.03.0
		89/4	0.08.5					107/28	0.00.5
		89/5	0.01.0					107/31	0.05.5
		89/8A	0.06.5					107/42	0.01.0
		89/8D	0.02.0					107/41	0.02.0
		89/8F	0.05.0					106/1	0.10.0
		89/8G	0.03.0					105/1A	0.07.0
		90	0.02.5G.P.					105/2	0.01.0G.P.
		111/4	0.07.0					119/2A	0.02.0
		111/5	0.04.0					119/2B	0.01.5
		111/8	0.07.0						
		110/1A	0.02.5					<b>TOTAL</b>	<b>2.03.5</b>
		110/1B	0.01.0G.P.		Nagapa- ttinam	Mayiladu- thurai	80, Maruthur		
		109/1A	0.00.5G.P.				16	0.12.0	
		109/4	0.05.0				20	0.01.0G.P.	
		109/13	0.01.0G.P.					<b>TOTAL</b>	<b>0.13.0</b>
		109/17A	0.01.5		[File No. L-14014/6/01-G.P] SWAMI SINGH, Director				
		109/20	0.06.0						
		109/21	0.03.5						
		109/22	0.02.0						
		109/25	0.00.5						
		109/27	0.02.0						



नई दिल्ली, 28 नवम्बर, 2001

का. आ. 3306.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मध्यप्रदेश राज्य में दहेज-वेमार-विजयपुर पाइपलाइन परियोजना से होकर पुनः गैसीकृत तरल प्राकृतिक गैस के परिवहन हेतु गैस अथॉरिटी ऑफ इण्डिया लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, और जिसमें पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है,

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसके राजपत्र में प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाने के संबंध में सक्षम प्राधिकारी, गैस अथॉरिटी ऑफ इंडिया लिमिटेड, विजयपुर, गना, मध्यप्रदेश- 473 112, को लिखित रूप में आक्षेप भेज सकेगा।

जिला: गुना

तहसील: चधडा

गाँव	सर्वे न०	आर.ओ.यू. के लिए अर्जित क्षेत्रफल	गाँव	सर्वे न०	आर.ओ.यू. के लिए अर्जित क्षेत्रफल
रामदा	62	0.03	रामदी	72	0.02
	83/1	0.06		73	0.03
	101	0.01		110	0.03
	योग	0.10		योग	0.08
बरखेडा माफी	13/1	0.10	जिला: गुना तहसील: कुम्भराज		
	13/2	0.10	सकाकाला	218/1/2	0.12
	14/1	0.04		263	0.09
	14/2	0.04		योग	0.21
	15	0.06	मानपुरा	72	0.22
	18	0.03		194	0.02
	योग	0.37		योग	0.24
मत्या खेडी	38/7	0.04	उपरी	18/2	0.23
	38/8	0.01		3/4	0.01
	योग	0.05		3/12	0.10
				9	0.18
				11	0.07
पोलस	73	0.10		12/1	0.04
	75	0.01		18/4	0.04
	योग	0.11		124	0.16
				294	0.01
खेजडा खुर्द	11	0.02		योग	0.84
	योग	0.02			

[फा. सं. एल-14014/8/01—जीपी]

स्वामी सिंह, निदेशक

New Delhi, the 28th November, 2001

s. o. 3306.— whereas it appears to the Central Government that it is necessary in the public interest that for the transport of regasified Liquefied Natural Gas through Dahej-Vemar-Vijaipur pipeline project in Madhya Pradesh State, a pipeline should be laid by the Gas Authority of India Limited;

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines(Acquisition of Right of User in Land) Act, 1962 (50 of 1962),the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of this notification as published in the Gazette of India are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to the Competent Authority, Gas Authority of India Limited, Vijaipur, Guna, Madhya Pradesh-473112.

**Distt. : GUNA**

**TEHSIL : CHACHDDA**

VILLAGE	SURVEY NO.	AREA TO BE ACQUIRED FOR ROU	VILLAGE	SURVEY NO.	AREA TO BE ACQUIRED FOR ROU
Ramda	62	0.03	Ramdi	72	0.02
	83/1	0.06		73	0.03
	101	0.01		110	0.03
	Total	0.10		Total	0.08
Berkheda Maphi	13/1	0.10	DISTT. GUNA TEHSIL : KUMBHARAJ		
	13/2	0.10	Sakakala	218/1/2	0.12
	14/1	0.04		263	0.09
	14/2	0.04		Total	0.21
	15	0.06	Manpura	72	0.22
	18	0.03		194	0.02
	Total	0.37		Total	0.24
Netya Khedi	38/7	0.04	Upri	18/2	0.23
	38/8	0.01		3/4	0.01
	Total	0.05		3/12	0.10
Polas	73	0.10		9	0.18
	75	0.01		11	0.07
	Total	0.11		12/1	0.04
Khejda Khurd	11	0.02		18/4	0.04
	Total	0.02		124	0.16
				294	0.01
				Total	0.84

[No. L-14014/8(01)—GP]  
SWAMI SINGH, Director

नई दिल्ली, 28 नवम्बर, 2001

का. आ. 3307.— केन्द्रीय सरकार के लोकहित में यह आवश्यक प्रतीत होता है कि मध्यप्रदेश राज्य में दहेज-वेमार-विजयपुर पाइपलाइन परियोजना से होकर पुनः गैसीकृत तरल प्राकृतिक गैस के परिवहन हेतु गैस अथॉरिटी ऑफ इण्डिया लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार के उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, और जिसमें पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसके राजपत्र में प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता के उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाने के संबंध में सक्षम प्राधिकारी, गैस अथॉरिटी ऑफ इंडिया लिमिटेड, विजयपुर, गुना, मध्यप्रदेश- 473 112, के लिखित रूप में आक्षेप भेज सकेगा।

जिला: राजगढ़

तहसील: राजगढ़

गाँव	सर्वे न०	आर.ओ.यू. के लिए अर्जित क्षेत्रफल	गाँव	सर्वे न०	आर.ओ.यू. के लिए अर्जित क्षेत्रफल
दालेलपुरा	2	0.18	किशन पुरिया	173	0.01
	योग	0.18		175	0.01
				185	0.03
				योग	0.05
कोहकामपुरा	11/2	0.001	कुन्डीवे	523	0.01
	योग	0.001		योग	0.01

[फा. सं. एन-14014/8/01—जीपी]

स्वामी सिंह, निदेशक

New Delhi, the 28th November, 2001

S. O. 3307.— whereas it appears to the Central Government that it is necessary in the public interest that for the transport of regasified Liquefied Natural Gas through Dahej-Vemar-Vijaipur pipeline project in Madhya Pradesh State , a pipeline should be laid by the Gas Authority of India Limited;

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines(Acquisition of Right of User in Land) Act, 1962 (50 of 1962),the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of this notification as published in the Gazette of India are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to the Competent Authority, Gas Authority of India Limited, Vijaipur, Guna, Madhya Pradesh-473112.

Distt. : RAJGARH

TEHSIL : RAJGARH

VILLAGE	SURVEY NO.	AREA TO BE ACQUIRED FOR ROU	VILLAGE	SURVEY NO.	AREA TO BE ACQUIRED FOR ROU
Dalelpura	2	0.18	Kishan Purtya	173	0.01
	Total	0.18		175	0.01
				186	0.03
				Total	0.05
Mohkampura	11/2	0.01	Kundilbe	523	0.01
	Total	0.01		Total	0.01

[No. L-14014/8/01—GP]

SWAMI SINGH, Director

नई दिल्ली, 3 दिसम्बर, 2001

का.आ. 3308.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में मुन्द्रा पत्तन स्थित अपरिष्कृत तेल टर्मिनल (सी.ओ.टी.) से पंजाब राज्य में भटिंडा तक मुन्द्रा-भटिंडा पाइपलाइन द्वारा अपरिष्कृत तेल के परिवहन के लिए एक पाइपलाइन गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड की समनुषंगी) द्वारा बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में जो इस अधिसूचना से **उपाबद्ध** अनुसूची में वर्णित है, और जिसमें पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उसमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितवद्ध है, उस तारीख से, जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाने के सम्बन्ध में सक्षम प्राधिकारी, श्री ए. आर. चौधरी, मुन्द्रा-भटिंडा अपरिष्कृत तेल पाइपलाइन, पंजाब रिफाइनरी परियोजना, गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड की समनुषंगी), एल.पी.जी. बॉटलिंग प्लांट, हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड, भगत की कोठी, जोधपुर 342005 को लिखित रूप में आक्षेप भेज सकेगा ;

अनुसूची

तहसील : श्री हंजरगढ़

जिला : बीकानेर

राज्य : राजस्थान

क्रम सं.	गाँव का नाम	खसरा नं.	हिस्सा क्रमांक	ROU का क्षेत्रफल	
				बीघा	बिस्वा
	1	2	3	4	
1	सावखसर	375		1	04
		376		1	07
		565		0	13
		377		0	04
		564		1	11
		378		0	16
		678	485	1	05
		679	485	0	06
		482		0	12
		483	गै.मु. जोहड़	0	01
		484	गै.मु. गोघर	0	15
		486		0	09
		665	489	0	12
		488	गै.मु. गोघर	0	14
		487	गै.मु. जोहड़	0	02
		559		1	10
		558		0	18
		556		3	04
		693	494	0	03
		495		1	13
		670	536	1	09
		499		1	11
		500		0	01
		501		2	02
		786	503	1	05
		785	503	0	12
		504		1	06
		512		2	04
		511		0	01
		510		1	16
		509		0	04
2	कल्याणसर	3		0	11
		637	2	1	13
		636	2	0	02

तहसील : श्री हूंगरगढ़

जिला : बीकानेर

राज्य : राजस्थान

क्रम सं.	गाँव का नाम	खसरा नं.	हिस्सा क्रमांक	ROU का क्षेत्रफल	
				बीघा	बिस्वा
	1	2	3	4	
2	कल्याणसर	5		1	18
		7		2	03
		9		1	05
		10		1	19
3	कोटासर	302		0	01
		303		2	16
		304		0	08
		328		2	06
		327		1	15
		326		0	13
		319		0	10
		320		2	00
		325		2	08
		324		0	10
		322		1	04
		355	174/1	2	17
		444	175	0	18
		443	175	0	01
		170		0	17
		178		2	02
		159		0	03
		179		0	16
		158		1	03
		157		1	13
		142		1	19
		154		1	10
		153		1	07
		151		2	00
		150		0	19
		148		1	02
		149		1	08
4	दुसारणा पिपासरीया	252	72	1	01
		251	72	2	05
		71		0	12
		70		1	08
		205	69	0	15
		206	69	0	12



तहसील : श्री डूंगरगढ़

जिला : बीकानेर

राज्य : राजस्थान

क्रम सं.	गाँव का नाम	खसरा नं.	हिस्सा क्रमांक	ROU का क्षेत्रफल	
				बीघा	बिस्वा
	1	2	3	4	
4	दुसारणा	219	76	2	05
	पिपासरीया	77		2	08
		79		3	03
		192	80	0	01
		225	64	2	01
		243	63	1	15
		52		0	15
		53		4	14
		42		3	03
		173	34/1	3	08
5	दुसारणा बड़ा	243	7	1	08
		242	7	0	18
		241	7	0	02
		6		1	00
		5		0	19
		10		0	02
		4		0	12
		12		2	02
		225	14	2	01
		226	14	2	03
6	भोजास	108		0	02
		142		4	16
		141		0	13
		161		2	09
		158		2	13
		157		1	07
		168		0	01
		169		1	15
		170		1	19
		171		1	11
		265	174	2	00
		264	174	1	04
		231		2	14
7	बेनीसर	420		1	03
		592	419	0	08
		593	419	0	14
		594	419	0	09

तहसील : श्री इंगरगढ़

जिला : बीकानेर

राज्य : राजस्थान

क्रम सं.	गाँव का नाम	खसरा नं.	हिस्सा क्रमांक	ROU का क्षेत्रफल	
				बीघा	बिस्वा
	1	2	3	4	
7	बेनीसर	171		0	13
		557	172	0	12
		558	172	0	03
		173		2	02
		400		2	14
		401		0	01
		399		0	15
		398		2	12
		395		1	06
		385		1	03
		386	मीटरगोज रेलवे बेनीसर से इंगरगढ़	0	04
		387		0	19
		389		0	12
		184		2	14
		183		0	12
		185		0	01
		186		1	17
		368		1	02
		188		1	12
		367		0	01
		560	189	0	15
		190		1	04
		231		2	09
		230		0	08
		234		1	11
		477	229	0	04
		237		1	10
		480	238	1	06
		483	239	1	00
		481	239	2	05
		482	239 ; आसफाल्ट रोड लखासर से इंगरगढ़	0	06
		240		2	09
		317		0	16
		316	सरकारी भूमि पायतन	0	07
		315		2	16
		314		0	09
		293		2	00

तहसील : श्री हूंगरगढ़

जिला : बीकानेर

राज्य : राजस्थान

क्रम सं.	गाँव का नाम	खसरा नं.	हिस्सा क्रमांक	ROU का क्षेत्रफल	
				बीघा	बिस्वा
	1	2	3	4	
7	मेनीसर	294		2	01
		295		3	05
		304		0	01
		296		1	12
		285		0	19
		286		0	04
		284		1	00
		273		2	09
		274		1	07
		275		1	09
		565	276	1	18
		566	276	0	19
		24		1	11
		5		1	03
		508	23	1	03
		509	23	0	04
		6		2	01
		12		1	13
		9		0	14
		10		1	10
		8		1	15
		1		0	05
8	लखासर	438		0	16
		439	1	3	08
		154		3	04
		153	1	0	02
		153	2	1	10
9	श्री हूंगरगढ़	14		1	11
		13		1	18
		5	2	2	15
		3		0	01
		6		1	15
		8	कार्ट ट्रैक सरकारी भूमि	0	01
		56		0	03
		55		1	06
		54		1	11
		53		1	07

तहसील : श्री हंगरगढ़

जिला : बीकानेर

राज्य : राजस्थान

क्रम सं.	गाँव का नाम	खसरा नं.	हिस्सा क्रमांक	ROU का क्षेत्रफल	
				बीघा	बिस्वा
	1	2	3	4	
9	श्री हंगरगढ़	52		2	11
		49		0	01
		61		2	18
		527	62	1	14
		528	62	0	15
		67		2	18
10	जैतासर	1		2	11
		1014	2	0	03
		1016	2	0	05
		3		3	09
		8		1	02
		9		1	00
		11		1	13
		13		1	07
11	गुसाईसर	683		1	17
		685	1	2	07
		686	2	1	14
		687		0	18
		688		1	05
		689		1	12
		1088	694	1	06
		1089	694	1	05
		695		3	19
		748		2	07
		753		0	02
		779		1	15
		780		2	09
		781		0	03
		778		4	11
		776		3	05
		774		0	15
		775		2	14
12	धोलिया	10		2	00
		9		2	02
		215	2	1	15
		216	2	1	15

तहसील : श्री झुंजरगढ़

ज़िला : बीकानेर

राज्य : राजस्थान

क्रम सं.	गाँव का नाम	खसरा नं.	हिस्सा क्रमांक	ROU का क्षेत्रफल	
				बीघा	बिस्वा
	1	2	3	4	
13	उदरासर	875	128	2	12
		877	128	1	08
		878	128	0	07
		136		1	12
		135		1	05
		134		2	06
		892	147	0	05
		893	147	3	00
		145		0	17
		144		0	09
		895	150	1	11
		896	150	0	15
		898	150	0	05
		143		2	13
		156		1	08
		155		2	14
		1073	179	1	02
		1074	179	2	11
		190		1	04
		189		1	16
		188		1	16
		187		0	01
		181		1	01
		182		1	07
		183		1	13
		95		3	01
		90		1	01
		93		0	19
		91		1	03
		825	92	0	03
		826	92	2	12
		81		3	02
		55		2	16
		815	56	1	05
		53		0	14
		52		1	04
		50		3	11

तहसील : श्री इंगरगढ़

जिला : बीकानेर

राज्य : राजस्थान

क्रम सं.	गाँव का नाम	खसरा नं.	हिस्सा क्रमांक	ROU का क्षेत्रफल	
				बीघा	बिस्वा
	1	2	3	4	
13	उदरासर	48		1	18
		799	44	0	09
		800	46	2	00
		46		1	17
		404		1	14
		940	405	2	00
		941	405	1	05
		406		1	10
		407		1	08
		408		2	10
		410		2	08
14	लाछड़िया	355	207	2	06
		446	208	1	15
		212		3	14
		211		0	03
		373	215	3	11
		377	215	2	00
		366	215	1	12
		375	215	0	01
		222		2	04
		221		1	18
		444	216	0	15
		217		1	17
15	जालबसर	423	27	0	13
		424	27	2	02
		29		0	13
		26		1	16
		25		1	09
		24		1	00
		18		1	01
		464	20	1	05
		465	20	1	05
		19		0	10
		14		0	01
		13		1	12
		11		0	17
		12		1	15

तहसील : श्री झुंझरगढ़

जिला : बीकानेर

राज्य : राजस्थान

क्रम सं.	गाँव का नाम	खसरा नं.	हिस्सा क्रमांक	ROU का क्षेत्रफल	
				बीघा	बिस्वा
	1	2	3	4	
15	जालबसर	10		0	02
		99		2	13
		101		0	03
		98	2	1	12
		104		3	06
		105	1	1	01
		372	106	0	17

[ फा. सं. 31015/31/2001-ओ.आर-II ]

हरीश कुमार, अवर सचिव

New Delhi, the 3rd December, 2001

S. O. 3308.— Whereas, it appears to the Central Government that it is necessary in the public interest, that for the transportation of crude oil from Crude Oil Terminal (COT) at Mundra Port in the State of Gujarat to Bhatinda in the State of Punjab, through Mundra - Bhatinda pipeline, a pipeline should be laid by Guru Gobind Singh Refineries Limited (a subsidiary of Hindustan Petroleum Corporation Limited);

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification ;

Now, therefore, in exercise of powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein ;

Any person, interested in the land described in the said Schedule may, within twenty- one days from the date on which the copies of this notification under sub-section (1) of section (3) of the said Act are made available to the general public, object in writing to the laying of the pipeline under the land to the Competent Authority, Shri A.R. CHAUDHARY, Mundra - Bhatinda Crude Oil Pipeline, Punjab Refinery Project, Guru Gobind Singh Refineries Limited (a subsidiary of Hindustan Petroleum Corporation Limited), L.P.G. Bottling Plant, Hindustan Petroleum Corporation Limited, Bhagat Ki Kothi, Jodhpur 342005.

**SCHEDULE****Tehsil : Shri Dungargarh****District : Bikaner****State : Rajasthan**

Sr. No.	Name of Village	Khasra No.	Part if Any	ROU - Area	
				Biga	Biswa
	1	2	3	4	
1	SANWATSAR	375		1	04
		376		1	07
		565		0	13
		377		0	04
		564		1	11
		378		0	16
		678	485	1	05
		679	485	0	06
		482		0	12
		483	JOHAD	0	01
		484	Goachar	0	15
		486		0	09
		665	489	0	12
		488	Goachar	0	14
		487	JOHAD	0	02
		559		1	10
		558		0	18
		556		3	04
		693	494	0	03
		495		1	13
		670	536	1	09
		499		1	11
		500		0	01
		501		2	02
		786	503	1	05
		785	503	0	12
		504		1	06
		512		2	04
		511		0	01
		510		1	16
		509		0	04
2	KILAYANSAR	3		0	11
		637	2	1	13
		636	2	0	02



Tehsil : Shri Dungargarh

District : Bikaner

State : Rajasthan

Sr. No.	Name of Village	Khasra No.	Part if Any	ROU - Area	
				Biga	Biswa
	1	2	3	4	
2	KILAYANSAR	5		1	18
		7		2	03
		9		1	05
		10		1	19
3	KOTASAR	302		0	01
		303		2	16
		304		0	08
		328		2	06
		327		1	15
		326		0	13
		319		0	10
		320		2	00
		325		2	08
		324		0	10
		322		1	04
		355	174/1	2	17
		444	175	0	18
		443	175	0	01
		170		0	17
		178		2	02
		159		0	03
		179		0	16
		158		1	03
		157		1	13
4	DUSARNA PIPASARIYA	142		1	19
		154		1	10
		153		1	07
		151		2	00
		150		0	19
		148		1	02
		149		1	08
		252	72	1	01
		251	72	2	05
		71		0	12
		70		1	08
		205	69	0	15
		206	69	0	12

Tehsil : Shri Dungargarh

District : Bikaner

State : Rajasthan

Sr. No.	Name of Village	Khasra No.	Part if Any	ROU - Area	
				Biga	Biswa
	1	2	3	4	
4	DUSARNA PIPASARIYA	219	76	2	05
		77		2	08
		79		3	03
		192	80	0	01
		225	64	2	01
		243	63	1	15
		52		0	15
		53		4	14
		42		3	03
		173	34/1	3	08
		243	7	1	08
		242	7	0	18
		241	7	0	02
		6		1	00
5	DUSARNA BADA	5		0	19
		10		0	02
		4		0	12
		12		2	02
		225	14	2	01
		226	14	2	03
		108		0	02
		142		4	16
		141		0	13
		161		2	09
		158		2	13
		157		1	07
		168		0	01
		169		1	15
6	BHOJAS	170		1	19
		171		1	11
		265	174	2	00
		264	174	1	04
		231		2	14
		420		1	03
		592	419	0	08
		593	419	0	14
		594	419	0	09
7	BENISAR				

Tehsil : Shri Dungargarh

District : Bikaner

State : Rajasthan

Sr. No.	Name of Village	Khasra No.	Part if Any	ROU - Area	
				Biga	Biswa
	1	2	3	4	
7	BENISAR	171		0	13
		557	172	0	12
		558	172	0	03
		173		2	02
		400		2	14
		401		0	01
		399		0	15
		398		2	12
		395		1	06
		385		1	03
		386	Meter gauge Railway line G.L.	0	04
		387		0	19
		389		0	12
		184		2	14
		183		0	12
		185		0	01
		186		1	17
		368		1	02
		188		1	12
		367		0	01
		560	189	0	15
		190		1	04
		231		2	09
		230		0	08
		234		1	11
		477	229	0	04
		237		1	10
		480	238	1	06
		483	239	1	00
		481	239	2	05
		482	239 ; Asphalted Road G.L.	0	06
		240		2	09
		317		0	16
		316	GL Paytan	0	07
		315		2	16
		314		0	09
		293		2	00

**Tehsil : Shri Dungargarh****District : Bikaner****State : Rajasthan**

Sr. No.	Name of Village	Khasra No.	Part if Any	ROU - Area	
				Biga	Biswa
	1	2	3	4	
7	BENISAR	294		2	01
		295		3	05
		304		0	01
		296		1	12
		285		0	19
		286		0	04
		284		1	00
		273		2	09
		274		1	07
		275		1	09
		565	276	1	18
		566	276	0	19
		24		1	11
		5		1	03
		508	23	1	03
		509	23	0	04
		6		2	01
		12		1	13
		9		0	14
		10		1	10
		8		1	15
		1		0	05
8	LAKHASAR	438		0	16
		439	1	3	08
		154		3	04
		153	1	0	02
		153	2	1	10
9	SHRI DUNGARGARH	14		1	11
		13		1	18
		5	2	2	15
		3		0	01
		6		1	15
		8	Cart Track G.L.	0	01
		56		0	03
		55		1	06
		54		1	11
		53		1	07

Tehsil : Shri Dungargarh

District : Bikaner

State : Rajasthan

Sr. No.	Name of Village	Khasra No.	Part If Any	ROU - Area	
				Biga	Biswa
	1	2	3	4	
9	SHRI DUNGARGARH	52		2	11
		49		0	01
		61		2	18
		527	62	1	14
		528	62	0	15
		67		2	18
		1		2	11
10	JAITASAR	1014	2	0	03
		1016	2	0	05
		3		3	09
		8		1	02
		9		1	00
		11		1	13
		13		1	07
		683		1	17
		685	1	2	07
		686	2	1	14
11	GUSAISAR	687		0	18
		688		1	05
		689		1	12
		1088	694	1	06
		1089	694	1	05
		695		3	19
		748		2	07
		753		0	02
		779		1	15
		780		2	09
		781		0	03
		778		4	11
		776		3	05
		774		0	15
		775		2	14
		10		2	00
		9		2	02
12	DHOLIYA	215	2	1	15
		216	2	1	15

**Tehsil : Shri Dungargarh****District : Bikaner****State : Rajasthan**

Sr. No.	Name of Village	Khasra No.	Part If Any	ROU - Area	
				Biga	Biswa
	1	2	3	4	
13	UDRASAR	875	128	2	12
		877	128	1	08
		878	128	0	07
		136		1	12
		135		1	05
		134		2	06
		892	147	0	05
		893	147	3	00
		145		0	17
		144		0	09
		895	150	1	11
		896	150	0	15
		898	150	0	05
		143		2	13
		156		1	08
		155		2	14
		1073	179	1	02
		1074	179	2	11
		190		1	04
		189		1	16
		188		1	16
		187		0	01
		181		1	01
		182		1	07
		183		1	13
		95		3	01
		90		1	01
		93		0	19
		91		1	03
		825	92	0	03
		826	92	2	12
		81		3	02
		55		2	16
		815	56	1	05
		53		0	14
		52		1	04
		50		3	11

Tehsil : Shri Dungargarh

District : Bikaner

State : Rajasthan

Sr. No.	Name of Village	Khasra No.	Part If Any	ROU - Area	
				Biga	Biswa
	1	2	3	4	
13	UDRASAR	48		1	18
		799	44	0	09
		800	46	2	00
		46		1	17
		404		1	14
		940	405	2	00
		941	405	1	05
		406		1	10
		407		1	08
		408		2	10
		410		2	08
14	LADHRIYA	355	207	2	06
		446	208	1	15
		212		3	14
		211		0	03
		373	215	3	11
		377	215	2	00
		366	215	1	12
		375	215	0	01
		222		2	04
		221		1	18
		444	216	0	15
		217		1	17
15	JALABSAR	423	27	0	13
		424	27	2	02
		29		0	13
		26		1	16
		25		1	09
		24		1	00
		18		1	01
		464	20	1	05
		465	20	1	05
		19		0	10
		14		0	01
		13		1	12
		11		0	17
		12		1	15

Tehsil : Shri Dungargarh

District : Bikaner

State : Rajasthan

Sr. No.	Name of Village	Khasra No.	Part If Any	ROU - Area	
				Biga	Biswa
	1	2	3	4	
16	JALABSAR	10		0	02
		99		2	13
		101		0	03
		98	2	1	12
		104		3	06
		105	1	1	01
		372	106	0	17

[No. R-31015/31/2001 OR-II]  
HARISH KUMAR, Under Secy.

नई दिल्ली, 3 दिसम्बर, 2001

का. आ. 3309.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में मुन्द्रा पत्तन स्थित अपरिष्कृत तेल टर्मिनल (सी.ओ.टी.) से पंजाब राज्य में मटिंडा तक मुन्द्रा-मटिंडा पाइपलाइन द्वारा अपरिष्कृत तेल के परिवहन के लिए एक पाइपलाइन गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड की समनुषंगी) द्वारा बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, और जिसमें पाइपलाइन बिछाये जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उसमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से, जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाने के सम्बन्ध में सक्षम प्राधिकारी, श्री ए. आर. चौधरी, मुन्द्रा-मटिंडा अपरिष्कृत तेल पाइपलाइन, पंजाब रिफाइनरी परियोजना, गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड की समनुषंगी), एल.पी.जी. बॉटलिंग संयंत्र, हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड, भगत की कोठी, जोधपुर 342005 को लिखित रूप में आक्षेप भेज सकेगा ;



**अनुसूची**

2

तहसील : नागौर		ज़िला : नागौर		राज्य : राजस्थान	
क्रम सं.	गाँव का नाम	खसरा नं.	हिस्सा क्रमांक	ROU क्षेत्रफल	
				बीघा	बिस्वा
	1	2	3	4	
1	डेल्हा	84		2	06
		83		2	11
		79		2	12
		80	रास्ता सरकारी भूमि	0	01
		8		0	03
		6		7	12
		23		4	02
		24		0	01
		1		2	01
		26	गै.मु. गोवर सरकारी भूमि	3	01
		316	रास्ता सरकारी भूमि	0	02
		315		0	16
		318		4	03
		320		0	01
2	कालडी	338	रास्ता सरकारी भूमि	0	03
		455	377	2	14
		456	377	1	10
		381		0	05
		375		6	10
		374		0	03
		382		0	01
		371		2	08
		370		0	04
		369		0	02
		349	आगौर सरकारी भूमि	3	17
		347	आगौर सरकारी भूमि	2	09
		266	रास्ता सरकारी भूमि	0	03
		239	आगौर सरकारी भूमि	3	14
		237	रास्ता सरकारी भूमि	0	03
		225		1	06
		447	225	1	09
		224		0	08
		223		4	05
		228		4	11
		181		3	15
		180		2	00
		179		2	09

तहसील : नागौर		ज़िला : नागौर		राज्य : राजस्थान	
क्रम सं.	गाँव का नाम	खसरा नं.	हिस्सा क्रमांक	ROU क्षेत्रफल	
				बीघा	बिस्वा
	1	2	3	4	
3	नया गाँव	682		0	06
		681		3	18
		679		2	07
		544	रास्ता सरकारी भूमि	0	03
		191	रास्ता सरकारी भूमि	0	01
		543		2	06
		542		2	17
		539		0	01
		7		2	01
		6		0	01
		9	गे.मु. पायलन	2	13
		10		2	06
		11		4	10
		16		1	14
		17		1	19
		18		2	10
		20		0	08
		25		2	15
		26		2	10
		261		1	04
4	जासाणिया	249		7	00
		250		0	01
		252		5	03
		247	रास्ता सरकारी भूमि	0	06
		246		2	00
		236	रास्ता सरकारी भूमि	0	01
		253		0	01
		191	रास्ता सरकारी भूमि	0	06
		220		3	02
		217		0	04
		219		3	16
		218		0	06
		258		0	08
		193	गोचर सरकारी भूमि	0	01
		190	आगाँव सरकारी भूमि	4	11
		189	रास्ता सरकारी भूमि	0	03
		99	गोचर सरकारी भूमि	8	04
		98	गे.मु. बेरा सरकारी भूमि	0	01
		97	गे.मु. रास्ता सरकारी भूमि	0	01
		78		2	15

तहसील : नागौर		जिला : नागौर		राज्य : राजस्थान		4
क्रम सं.	गाँव का नाम	खसरा नं.	हिस्सा क्रमांक	ROU क्षेत्रफल		
	1	2	3	बीघा	बिस्वा	4
4	जामागिया	79		1	08	
		81		0	04	
		80		2	03	
		83		2	12	
		84		2	13	
		96		2	11	
		95		0	04	
		94		2	09	
		94	335	3	07	
5	श्रीबालाजी	774		1	11	
		776	भाकर सरकारी भूमि	1	13	
		802		6	13	
		803		3	04	
		804		0	19	
		796		3	17	
		794		3	08	
		809		2	05	
		789		2	02	
		810		1	05	
		787		2	04	
		786		3	08	
		785		4	04	
		783		0	11	
		668		3	02	
		666		2	19	
		667		1	05	
		650	रास्ता सरकारी भूमि	0	01	
		630		2	18	
		630	मिन ( 15 बीघा )	1	02	
		630	मिन ( 28.5 बीघा )	1	00	
		630	मिन ( 42 बीघा )	1	03	
		628		0	17	
		627		0	15	
		625	रास्ता सरकारी भूमि	0	02	
		617		0	18	
		619		2	13	
		620		0	13	
		608	रास्ता सरकारी भूमि	0	02	
		594		0	14	
		595		4	10	

तहसील : नामौर		ज़िला : नामौर		राज्य : राजस्थान	
क्रम सं.	गाँव का नाम	खसरा नं.	हिस्सा क्रमांक	ROU क्षेत्रफल	
				बीघा	बिस्वा
	1	2	3	4	
5	श्रीबालाजी	596		2	09
		585	रास्ता सरकारी भूमि	0	04
		579		0	11
		580		4	06
		557	रास्ता सरकारी भूमि	0	04
		539		2	04
		540		1	12
		537		0	10
		536		4	11
		525		4	01
		526		0	01
		494	गोवर सरकारी भूमि	3	16
		496		3	17
		497		0	01
		508		0	01
		507		4	01
		506		3	16
		501		2	14
		502		2	00
		503		0	17
6	पादुपुर	2		0	19
		5	रेलवे लाईन सरकारी भूमि	0	05
		6		0	01
		7		0	01
		14	आसफालटेड रोड सरकारी भूमि	0	11
		27		2	01
		28		3	06
7	भुकरमासात	424		3	04
		431		1	12
		430		2	17
		429		0	02
		435		4	13
		440		2	06
		437		3	04
		438		0	01
		366	रास्ता सरकारी भूमि	0	02
		365		0	02
8	छिता	364		3	03
		14		0	01
		15		1	17

महसूल : नगौर		जिला : नगौर		राज्य : राजस्थान		6
क्रम सं.	गाँव का नाम	खसरा नं.	हिस्सा क्रमांक	ROU क्षेत्रफल		
				बीघा	बिस्वा	
	1	2	3	4		
8	खिला	13		2	11	
		12		4	01	
		11		0	12	
		27		2	02	
		28		5	17	
		26		0	01	
		492	7	0	08	
		29		4	05	
		504	29	0	02	
		515	5	0	12	
		4		2	08	
9	पीपासर	56		2	01	

[फा. सं. 31015/32/2001-ओ.आर-II]

हरीश कुमार, अवर सचिव

New Delhi, the 3rd December, 2001

S. O. 3309.—Whereas, it appears to the Central Government that it is necessary in the public interest, that for the transportation of crude oil from Crude Oil Terminal (COT) at Mundra Port in the State of Gujarat to Bhatinda in the State of Punjab, through Mundra - Bhatinda pipeline, a pipeline should be laid by Guru Gobind Singh Refineries Limited (a subsidiary of Hindustan Petroleum Corporation Limited);

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification ;

Now, therefore, in exercise of powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein ;

Any person interested in the land described in the said Schedule may, within twenty- one days from the date on which the copies of this notification under sub-section (1) of section (3) of the said Act are made available to the general public, object in writing to the laying of the pipeline under the land to the Competent Authority Shri A.R. CHAUDHARY, Mundra - Bhatinda Crude Oil Pipeline, Punjab Refinery Project, Guru Gobind Singh Refineries Limited (a subsidiary of Hindustan Petroleum Corporation Limited), L.P.G. Bottling Plant, Hindustan Petroleum Corporation Limited, Bhagat Ki Kothi, Jodhpur 342005.

**SCHEDULE**

Tehsil : Nagaur		District : Nagaur		State : Rajasthan	
Sr. No.	Name of Village	Khasra No.	Part If Any	ROU-Area	
				Biga	Biswa
	1	2	3	4	
1	DEHRWA	84		2	06
		83		2	11
		79		2	12
		80	Cart Track G.L	0	01
		8		0	03
		6		7	12
		23		4	02
		24		0	01
		1		2	01
		26	Gauchar G L	3	01
		316	Cart Track G.L.	0	02
		315		0	16
		318		4	03
		320		0	01
2	KALRI	338	Cart Track G.L.	0	03
		455	377	2	14
		456	377	1	10
		381		0	05
		375		6	10
		374		0	03
		382		0	01
		371		2	08
		370		0	04
		369		0	02
		349	Agor G.L.	3	17
		347	Agor G.L.	2	09
		266	Cart Track G.L.	0	03
		239	Agor G.L.	3	14
		237	Cart Track G.L.	0	03
		225		1	06
		447	225	1	09
		224		0	08
		223		4	05
		228		4	11
		181		3	15
		180		2	00
		179		2	09

Tehsil : Nagaur		District : Nagaur		State : Rajasthan	
Sr. No.	Name of Village	Khasra No.	Part If Any	ROU-Area	
				Biga	Biswa
	1	2	3	4	
3	Naya Gaon	682		0	06
		681		3	18
		679		2	07
		544	Cart Track G.L.	0	03
		191	Cart Track G L	0	01
		543		2	06
		542		2	17
		539		0	01
		7		2	01
		6		0	01
		9	Payatan G M	2	13
		10		2	06
		11		4	10
		16		1	14
		17		1	19
		18		2	10
		20		0	08
		25		2	15
		26		2	10
		261		1	04
4	JAKHANIYA	249		7	00
		250		0	01
		252		5	03
		247	Cart Track G.L.	0	06
		246		2	00
		236	Cart Track G.L.	0	01
		253		0	01
		191	Cart Track G.L.	0	06
		220		3	02
		217		0	04
		219		3	16
		218		0	06
		258		0	08
		193	Gauchar G.L.	0	01
		190	Agor G.L.	4	11
		189	Cart Track G.L.	0	03
		99	Gauchar G.L.	8	04
		98	Bera G.L.	0	01
		97	Cart Track G.L	0	01
		78		2	15
		79		1	08

Tehsil : Nagaur		District : Nagaur		State : Rajasthan	
Sr. No.	Name of Village	Khasra No.	Part If Any	ROU-Area	
				Biga	Biswa
	1	2	3	4	
4	JAKHANIYA	81		0	04
		80		2	03
		83		2	12
		84		2	13
		96		2	11
		95		0	04
		94		2	09
		94	335	3	07
5	SHRI BALAJI	774		1	11
		776	Bhakar G.L.	1	13
		802		6	13
		803		3	04
		804		0	19
		796		3	17
		794		3	08
		809		2	05
		789		2	02
		810		1	05
		787		2	04
		786		3	08
		785		4	04
		783		0	11
		668		3	02
		666		2	19
		667		1	05
		650	Cart Track G.L.	0	01
		630		2	18
		630	min (15 Biga)	1	02
		130	min (28.5 Biga)	1	00
		930	min (42 Biga)	1	03
		628		0	17
		627		0	15
		625	Cart Track G.L.	0	02
		617		0	18
		619		2	13
		620		0	13
		608	Cart Track G.L.	0	02
		594		0	14
		595		4	10
		596		2	09
		585	Cart Track G.L.	0	04



Tehsil : Nagaur		District : Nagaur		State : Rajasthan	
Sr. No.	Name of Village	Khasra No.	Part If Any	ROU-Area	
				Biga	Biswa
	1	2	3	4	
5	SHRI BALAJI	579		0	11
		580		4	06
		557	Cart Track G.L.	0	04
		539		2	04
		540		1	12
		537		0	10
		536		4	11
		525		4	01
		526		0	01
		494	Gauchar G.L.	3	16
		496		3	17
		497		0	01
		508		0	01
		507		4	01
		506		3	16
		501		2	14
		502		2	00
		503		0	17
6	P	2		0	19
		5	Railway Line G.L.	0	05
		6		0	01
		7		0	01
		14	Asphalted Road G.L.	0	11
		27		2	01
		28		3	06
7	BUKARMASOT	424		3	04
		431		1	12
		430		2	17
		429		0	02
		435		4	13
		440		2	06
		437		3	04
		438		0	01
		366	Cart Track G.L.	0	02
		365		0	02
8	CHILA	364		3	03
		14		0	01
		15		1	17
		13		2	11
		12		4	01
		11		0	12

Tehsil : Nagaur		District : Nagaur		State : Rajasthan	
Sr. No.	Name of Village	Khasra No.	Part If Any	ROU-Area	
				Biga	Biswa
	1	2	3	4	
8	CHILA	27		2	02
		28		5	17
		26		0	01
		492	7	0	08
		29		4	05
		504	29	0	02
		515	5	0	12
		4		2	08
9	PINPASAR	56		2	01

[No. R-31015/32/2001 OR-II]  
HARISH KUMAR, Under Secy.

नई दिल्ली, 6 दिसम्बर, 2001

का. आ. 3310.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि महाराष्ट्र राज्य में पानेवाडी (मनमाड) संस्थापन से मध्यप्रदेश राज्य में मांगल्या (इंदौर) तक पेट्रोलियम उत्पादों के परिवहन के लिए भारत पेट्रोलियम कारपोरेशन लिमिटेड द्वारा एक विस्तार पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में जिसके नीचे पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इससे संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियां साधारण जनता को उपलब्ध करा दिए जाने की तारीख से इक्कीस दिन के भीतर, उस भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उपयोग के अधिकार का अर्जन के लिए श्री व्ही पी पाठक, सक्षम प्राधिकारी, मुंबई-मनमाड पाइपलाइन विस्तार परियोजना, भारत पेट्रोलियम कारपोरेशन लिमिटेड, 26, पार्क रोड, इन्दौर - 452003 (मध्य प्रदेश) को लिखित रूप में आक्षेप भेज सकेगा;

## अनुसूचि

तहसील : राजपुर

जिला : बडवानी

राज्य : मध्यप्रदेश

ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल हेक्टेयर
१. मजुरी	424/1, 424/2 (स. चरागाह)	0.2270
	424/3/1	0.1470
	424/3/2	
	424/3/3	
	424/3/4	
	422 (स.यस्ता)	0.0108
	427	0.4680
	396/1	0.2952
	396/2	
	396/3	
	428/1	0.0209
	395	0.1600
	399	0.2508
	429 (स.यस्ता)	0.0216
	390/1	0.2380
	391	0.2808
	389(स.नाला)	0.0508
	387/1(स. चरागाह)	0.0288
	75/8	0.1236
२. रेलवास्तुर्द	75/10	0.0104
	75/11	0.2819
	75/12	0.0005
	75/3	0.1235
	72, 74/8	0.0033
	76 (स. चरागाह)	0.1720
	77/2	0.0839
	77/1	0.1584
	42/12	0.0349
	42/1	0.3242
	78 (स.नाला)	0.0171
	80/4	0.0636
	80/3	0.1631

ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल	हैक्टेयर
रेलवास्त्रुट (निरंतर...)	80/2		0.1451
	80/1		0.1904
	81/4		0.0396
	82		0.2213
	27/1/1/(स. चरागाह)		0.0104
	27/1/1/2(स. चरागाह)		0.1250
	27/1/1/1		0.3574
	75/8		0.0220
	72 (स.नाला)		0.0248
	70/1		0.4444
	69/2		0.0619
	63/6		0.2072
	63/4		0.1856
	62/1		0.3783
	62/2		0.0280
	61/1/2, 61/2(स. चरागाह)		0.1890
3. जैठान	1 (नदी)		0.1800
	3		0.0659
	4(स.नाला)		0.0348
	5		0.2300
४. लिंगवा	54/1	}	0.5904
	54/2		
	54/3		
	55/1	}	0.0540
	55/2		
	55/3		
	55/4		
	56/1		0.1768
	56/2		0.0658
	57		0.6840
	94/1 (स.नाला)		0.0329
	100		0.0527
	101		0.0623
	99/2		0.3728
	99/3		0.1266

ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल	हैक्टेयर
लिमवा (निरतर...)	99/1		0.1764
	96		0.3630
	93 (खल्लु बी एम सड़क)		0.0324
	122/1		0.2000
	122/2		0.0300
	123/2		0.0500
	121(स. चरागाह)		0.8280
	6 (नदी)		0.0506
७. बकवाड़ी	1		0.2203
६. बासवी	65		0.2232
	66/2		0.2808
	71(बरड़ी)		0.1971
	73		0.1971
	72		0.2336
	84/1	}	0.7738
	84/2		
	83		0.0985
	90(स.नाला)		0.0146
	89/1,88/1,89/8		0.5256
	96/1		0.4562
	99(पहाड़)		0.2263
	100		0.2180
	101		0.0116
	150(स. रास्ता)		0.0146
	159		0.2774
	157		0.0620
	156 (सड़क)		0.0146
	155		0.2555
	153/1	}	0.5183
	153/2		
	153/3		
	205(स.नाला)		0.0584
	219/1	}	0.2190
	219/2		
	219/3		
	217		0.2414

ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल	हैक्टेयर
७. बासवी (निरंतर....)	218/1	}	0.4453
	218/2		
	218/3		
	245/1	}	0.4672
	245/2		
	245/3		
	247/1, 247/2		0.2518
	249		0.5255
	40/1 (पहाड़)		0.1383
	39 (स. चरागाह)		0.0720
	38		0.4104
	35/1	}	0.7704
	35/2		
	33 (स. नाला)		0.0190
८. निहाली	16/1/2		0.0947
	16/1/1		0.2310
	15/2/5	}	0.5288
	15/1		
	14 (उत्खु. बी.एम. सड़क)		0.0224
	19/4		0.1100
	12		0.3981
	13 (बरड़ी)		0.0030
	9/8		0.1676
	9/7		0.1355
	9/1		0.4169
	10		0.5040
	7/1 (पहाड़ी)		0.0291
	6		0.5256
८. जुलवानिया	84		0.1480
	71 (उत्खु. बी.एम. सड़क)		0.0395
	90/1, 90/3	}	0.4680
	90/2, 90/4		
	98 (स. नाला)		0.0176
	101		0.1008
	116 (स. नाला)		0.0191

ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल	हैक्टेयर
जुलवानिया (निरंतर....)	117		0.0983
	114 सभी बटांक नं.		0.4752
	119/1		0.1296
	118 (स.नाला)		0.0270
	135,136/3,136/4		0.6336
	128		0.0140
	130,126/9		0.8856
	220(स. चरागाह)		0.0305
	219		0.0103
	218/1		0.2626
	19		0.0415
	18/1	}	0.2664
	18/2		
	18/3		
	18/4		
	17 (स.नाला)		0.0196
	16/1	}	0.2948
	16/2		
	16/3		
	16/4		
	22 (स.नाला)		0.0246
	36		0.2484
	35/2 क	}	0.6026
	35/2 ख		
	35/2 ग		
	39/1	}	0.1161
	39/2		
	39/3		
	34		0.1270
	27/1/2 (सड़क)		0.0148
	29		0.5128
	72(स.नाला)		0.0331
	84		0.0235

ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल	हैक्टेयर
9. देवला	197		0.0225
	198/1		0.3534
	201		0.1008
	204/1	}	0.0920
	204/2		
	210/4		0.2409
	210/6		0.1258
	194		0.2088
	210/7		0.0245
	210/1		0.0677
	190/1	}	0.0288
	190/2		
	193		0.0860
	189		0.1368
	188		0.1105
	187		0.0912
	185		0.1104
	183		0.1460
	184/3		0.0525
	177 (स.नाला)		0.0236
	184/1	}	0.0068
	184/2		
	178		0.3312
	180		0.0001
	179/1/1(स. चरागाह)		0.1872
	64/1		0.4103
	61/2		0.0278
	64/2		0.5714
	63 (स. चरागाह)		0.0385
	60		0.2289
	58/1	}	0.4248
	58/2		
	59(स.नाला)		0.0962
	57(स.नाला)		0.0506



ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल	हेक्टेयर
देवला (निरंतर....)	53 (स. चरागाह)		0.0097
	52		0.1440
	40/2		0.1951
१०. सांगवी	1/4		0.1003
	1/1/1(स. चरागाह)		0.0332
	1/1/2(स. चरागाह)		0.0684
११. पनावा	1		0.0677
	180/3		0.1720
	180/4		0.1249
	180/5		0.1253
	180/6		0.1139
	554,552/2		0.1826
	555		0.1422
	552/1 (स.नाला)		0.0133
	551		0.1272
	548		0.3492
	549		0.0515
	545		0.2190
	456(स.नाला)		0.0176
	543		0.1746
	542 (सड़क)		0.0394
	541/1/1(स. चरागाह)		0.2599
	486		0.4047
	541/3/2/1		0.0494
	494		0.2412
	493/1	}	0.0506
	493/2		
	489/2	}	0.4099
	489/3		
	489/1/1/1/1		
	488		0.0270
१२. बालसमुन्द	104		0.2164
	106/1/2		0.0233
	105		0.1087
	106/2		0.0116

ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल	हैक्टेयर
बालसमुन्द (निरंतर...)	107		0.0349
	120-131		0.0349
	120,124		0.4118
	120(नहर)		0.0155
	123/3-128		0.0310
	123-128-130		0.0572
	123,106,126,127,129		0.0572
	122		0.2564
	66 (स.नाला)		0.0457
	65/2		0.1942
	64		0.0621
	65/1		0.2000
	61/1/1/1/1	}	0.7925
	61/1/1/1/2		
	61/1/1/1/3		
	61/1/1/1/4		
	61/1/1/1/5		
	61/1/1/2	}	
	61/1/2		
	61/3/4		
	61/5	}	0.0167
	8/1/1		
	8/1/2		
	8/3		
	10/2		0.2782
	11		0.0699
	12/2		0.3456
	19		0.2952
	20/8		0.1126
	20/6		0.2160
	21/6/1		0.0186
	21/1(सड़क)		0.0248
	23		0.3807

ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल	हैक्टेयर
बालसमुन्द (निरंतर...)	1		0.9090
	22/2		
	22/3		
	22/4		
	22/5		
	22/6		
१३. मांतमुर	47(स. चरागाह)		0.7488
	49/1		0.0612
	49/2		
	49/3		
	49/4		
	49/5		
	49/6		
	49/7		
	49/8		
	49/9		
	49/10		
	49/11		
	49/12		
	53 (स.नाला)		0.0252
	81/1		0.0432
	81/2		
	82/1		0.3528
	82/2		
	82/3		
	80/1		0.3240
	80/2		
	77/1		0.5112
	77/2		
	77/3, 62/4		
	70/1 क		0.2636
	70/1 ख		
	70/2		

ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल	हैक्टेयर
मातमुर (निरंतर....)	75,74/2		0.1728
	71/1/1		0.0216
१४. सालीकला	130		0.0661
	92 (स.नाला)		0.0719
	123		0.2013
	131/1	}	0.2770
	131/2		
	164/1,164/2-165/1-165/2		0.3600
	163/1/1 (स.नाला)		0.0540
	160/1	}	0.1764
	160/2		
	160/3		
	160/4		
	160/5		
	159		0.1241
	161		0.0504
	158/1	}	0.0432
	158/2		
	158/3		
	158/4		
	158/5		
	158/6		
	158/7		
	158/8		
	160		0.1406
	240/3	}	0.3600
	240/4		
	240/5		
	240/2		
	256/1(स.नाला)		0.0216
	257		0.0432
	258-259/1-259/6		0.1224
	240/18		0.1457
	240/9-240/17		0.2016

ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल	हैक्टेयर
साखीखेडा (निरंतर...)	269		0.1230
	240/1/16-26P		0.3148
	270/390		0.3135
	240/1/5(स. चरागाह)		0.3197

[ फा. सं. 31015/24/2001-ओ.आर-II ]

हरीश कुमार, अवर सचिव

New Delhi, the 6th December, 2001

S. O. 3310.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum products from the Panewadi (Manmad) terminal in the State of Maharashtra, an extension pipeline to Manglya (Indore) in the State of Madhya Pradesh should be laid, by Bharat Petroleum Corporation Limited ;

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed hereto ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein ;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which copies of the Gazette of India containing this notification are made available to the general public, object in writing to the laying of the pipeline under the land to Shri V.P. Pathak, Competent Authority, Mumbai-Manmad Pipeline Extension Project, Bharat Petroleum Corporation Limited, 26, Park Road, Indore-452003 (Madhya Pradesh).

**SCHEDULE**

TEHSIL : RAJPUR      DISTRICT : BADWANI      STATE : MADHYA PRADESH		
NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
1. KHAJURI	424/1, 424/2 (GL)	0.2270
	424/3/1	0.1470
	424/3/2	}
	424/3/3	
	424/3/4	
	422(GCT)	0.0108
	427	0.4680
	396/1	}
	396/2	
	396/3	
	428/1	0.0209
	395	0.1600
	399	0.2508
	429(GCT)	0.0216
	390/1	0.2380
	391	0.2808
	389 (G.DRAIN)	0.0508
	387/1(GL)	0.0288
	75/8	0.1236
	75/10	0.0104
	75/11	0.2819
	75/12	0.0005
2. RELWAKHURD	75/3	0.1235
	75/2, 74/8	0.0033
	76(GL)	0.1720
	77/2	0.0839
	77/1	0.1584
	42/12	0.0349
	42/1	0.3242
	78 (G.DRAIN)	0.0171
	80/4	0.0636
	80/3	0.1631
	80/2	0.1451
	80/1	0.1904
	81/4	0.0396
	82	0.2213
	27/1/1(GL)	0.0104
	27/1/1/2(GL)	0.1250
	27/1/1/1	0.3574
	75/8	0.0220

NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
RELWAKHURD (Cont'd)	72 (G.DRAIN)	0.0248
	70/1	0.4444
	69/2	0.0619
	63/6	0.2072
	63/4	0.1856
	62/1	0.3783
	62/2	0.0280
	61/1/2, 61/2 (GL)	0.1890
3. JETHAN	1 (River)	0.1800
	3	0.0659
	4(G.DRAIN)	0.0348
	5	0.2300
4. LINGAWA	54/1	0.5904
	54/2	}
	54/3	
	55/1	
	55/2	}
	55/3	
	55/4	
	56/1	0.1768
	56/2	0.0658
	57	0.6840
	94/1(G.DRAIN)	0.0329
	100	0.0527
	101	0.0623
	99/2	0.3728
	99/3	0.1266
	99/1	0.1764
	96	0.3630
	93 (WBM Road)	0.0324
	122/1	0.2000
	122/2	0.0300
	123/2	0.0500
	121(GL)	0.8280
	6 (River)	0.0506
5. BAKWADI	1	0.2203
6. BASVI	65	0.2232
	66/2	0.2808
	71(PAHAD)	0.1971
	73	0.1971
	72	0.2336

NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
BASVI (Cont'd)	84/1	0.7738
	84/2	
	83	0.0985
	90(G.DRAIN)	0.0146
	89/1,88/1,89/8	0.5256
	96/1	0.4562
	99(PAHAD)	0.2263
	100	0.2180
	101	0.0116
	150(GCT)	0.0146
	159	0.2774
	157	0.0620
	156 (Road)	0.0146
	155	0.2555
	153/1	0.5183
	153/2	
	153/3	
	205(G.DRAIN)	0.0584
	219/1	0.2190
	219/2	
	219/3	
	217	0.2414
	218/1	0.4453
	218/2	
	218/3	
	245/1	0.4672
	245/2	
	245/3	
	247/1, 247/2	0.2518
	249	0.5255
7. NIHALI	40/1(PAHAD)	0.1383
	39(GL)	0.0720
	38	0.4104
	35/1	0.7704
	35/2	
	33 (G.DRAIN)	0.0190
	16/1/2	0.0947
	16/1/1	0.2310
	15/2/5	0.5288
	15/1	
	14(WBM Road)	0.0224



NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE	
NIHALI (Cont'd)	19/4	0.1100	
	12	0.3981	
	13(PAHAD)	0.0030	
	9/8	0.1676	
	9/7	0.1355	
	9/1	0.4169	
	10	0.5040	
	7/1(HILL)	0.0291	
	6	0.5256	
	84	0.1480	
8. JULWANIYA	71 (WBM Road)	0.0395	
	90/1,90/3	}	0.4680
	90/2,90/4		
	98(G.DRAIN)	0.0176	
	101	0.1008	
	116 (G.DRAIN)	0.0191	
	117	0.0983	
	114 All Sub divi.No.	0.4752	
	119/1	0.1296	
	118 (G.DRAIN)	0.0270	
	135,136/3,136/4	0.6336	
	128	0.0140	
	130,126/9	0.8856	
	220(GL)	0.0305	
	219	0.0103	
	218/1	0.2626	
	19	0.0415	
	18/1	}	0.2664
	18/2		
	18/3		
	18/4		
	17 (G.DRAIN)	0.0196	
	16/1	}	0.2948
	16/2		
	16/3		
	16/4		
	22 (G.DRAIN)	0.0246	
36	0.2484		
35/2 K	}	0.6026	
35/2 KH			
35/2 G			

NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
JUL VANIYA (Cont'd)	39/1	0.1161
	39/2	
	39/3	
	34	0.1270
	27/1/2 (Road)	0.0148
	29	0.5128
	72(G.DRAIN)	0.0331
	84	0.0235
	197	0.0225
	198/1	0.3534
9. DEVLA	201	0.1008
	204/1	0.0920
	204/2	
	210/4	0.2409
	210/6	0.1258
	194	0.2088
	210/7	0.0245
	210/1	0.0677
	190/1	0.0288
	190/2	
	193	0.0860
	189	0.1368
	188	0.1105
	187	0.0912
	185	0.1104
	183	0.1480
	184/3	0.0525
	177 (G.DRAIN)	0.0236
	184/1	0.0068
	184/2	
	178	0.3312
	180	0.0001
	179/1/1(GL)	0.1872
	64/1	0.4103
	61/2	0.0278
	64/2	0.5714
	63 (GL)	0.0385
	60	0.2289
	59(G.DRAIN)	0.0962
	58/1	0.4248
	58/2	

NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE	
DEVLA (Cont'd)	57(G.DRAIN)	0.0506	
	53 (GL)	0.0097	
	52	0.1440	
	40/2	0.1951	
10. SANGVI	1/4	0.1003	
	1/1/1(GL)	0.0332	
	1/1/2(GL)	0.0684	
11. PANAWA	1	0.0677	
	180/3	0.1720	
	180/4	0.1249	
	180/5	0.1253	
	180/6	0.1139	
	554,552/2	0.1826	
	555	0.1422	
	552/1 (G.DRAIN)	0.0133	
	551	0.1272	
	548	0.3492	
	549	0.0515	
	545	0.2190	
	456(G.DRAIN)	0.0176	
	543	0.1746	
	542 (Road)	0.0394	
	541/1/1(GL)	0.2599	
	486	0.4047	
	541/3/2/1	0.0494	
	494	0.2412	
	493/1	}	0.0506
	493/2		
	489/2	}	0.4099
	489/3		
	489/1/1/1/1		
	488		0.0270
12. BALSAMUND	104		0.2164
	106/1/2		0.0233
	105		0.1087
	106/2		0.0116
	107		0.0349
	120-131		0.0349
	120,124		0.4118
	120(Canal)		0.0155
	123/3-128		0.0310

NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
BALSAMUND (Cont'd)	123-128-130	0.0572
	123,106,126,127,129	0.0572
	122	0.2564
	66 (G.DRAIN)	0.0457
	65/2	0.1942
	64	0.0621
	65/1	0.2000
	61/1/1/1/1	0.7925
	61/1/1/1/2	
	61/1/1/1/3	
	61/1/1/1/4	
	61/1/1/1/5	
	61/1/1/2	0.0167
	61/1/2	
	61/3/4	
	61/5	0.0167
	8/1/1	
	8/1/2	
	8/3	0.0167
	10/2	
	11	
	12/2	0.2782
	19	0.0699
	20/8	0.3456
	20/6	0.2952
	21/6/1	0.1126
	21/1(Road)	0.2160
	23	0.0186
	22/1	0.0248
	22/2	0.3807
	22/3	0.9090
	22/4	0.0167
	22/5	
	22/6	
13. MATMUR	47(GL)	0.7488
	49/1	0.0612
	49/2	0.0612
	49/3	
	49/4	
	49/5	
	49/6	

NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
MATMUR (Cont'd)	49/7	(From Previous Page)
	49/8	
	49/9	
	49/10	
	49/11	
	49/12	
	53 (G.DRAIN)	0.0252
	81/1	0.0432
	81/2	
	82/1	0.3528
	82/2	
	82/3	
	80/1	0.3240
	80/2	
	77/1	0.5112
	77/2	
	77/3, 62/4	0.2636
	70/1 K	
	70/1 KH	
	70/2	
14. SALIKALA	75, 74/2	0.1728
	71/1/1	0.0216
	130	0.0661
	92 (G.DRAIN)	0.0719
	123	0.2013
	131/1	0.2770
	131/2	
	164/1-164/2 165/1-165/2	0.3600
	163/1/1(G.DRAIN)	0.0540
	160/1	0.1764
	160/2	
	160/3	
	160/4	
	160/5	
	159	0.1241
	161	0.0504
	158/1	0.0432
	158/2	
	158/3	
	158/4	

NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
SALIKALA (Cont'd)	158/5	From Previous Page
	158/6	
	158/7	
	158/8	
	160	0.1406
	240/3	0.3600
	240/4	
	240/5	
	240/2	
	256/1(G.DRAIN)	0.0216
	257	0.0432
	258-259/1-259/6	0.1224
	240/18	0.1457
	240/9-240/17	0.2016
	269	0.1230
	240/1/16-268	0.3148
	270/390	0.3135
	240/1/5(GL)	0.3197

[No. R-31015/24/2001 OR-II]  
HARISH KUMAR, Under Secy.

नई दिल्ली, 6 दिसम्बर, 2001

का. आ. 3311.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि महाराष्ट्र राज्य में पानेवाडी (मनमाड) संस्थापन से मध्यप्रदेश राज्य में मांगल्या (इंदौर) तक पेट्रोलियम उत्पादों के परिवहन के लिए भारत पेट्रोलियम कारपोरेशन लिमिटेड द्वारा एक विस्तार पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में जिसके नीचे पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इससे संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियां साधारण जनता को उपलब्ध करा दिए जाने की तारीख से इक्कीस दिन के भीतर, उस भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उपयोग के अधिकार का अर्जन के लिए श्री व्ही पी पाठक, सक्षम प्राधिकारी, मुंबई-मनमाड पाइपलाइन विस्तार परियोजना, भारत पेट्रोलियम कारपोरेशन लिमिटेड, 26, पार्क रोड, इन्दौर - 452003 (मध्य प्रदेश) को लिखित रूप में आक्षेप भेज सकेगा;

## अनुसूचि

तेहसील : सेंधवा

जिला : बड़वानी

राज्य : मध्यप्रदेश

ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल हैक्टेयर
१. जामली	161	0.1296
	160	0.2890
	162/1(स. चरागाह)	0.0252
	162/2	
	162/3/1	
	162/3/2	
	159/1	
	159/2	0.0576
	155/1	0.2798
	155/1/1	
	155/1/2	
	155/1/3	
	155/1/4	
	155/2	
	153/1	0.7524
	153/2	
	153/3	
	153/4	
	153/5	
	131/1	0.6751
	131/2	
	131/3	
	150 (स.नाला)	0.0216
	133	0.4172
	136	0.0843
	137/1	0.0576
	137/2	
	135	0.1944

ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल हैक्टेयर
जामली (निरंतर....)	134/1	0.1296
	134/2	
	121	0.4536
	117/1	0.2304
	117/2	
	115	0.1224
	116	0.2376
	106/1	0.0180
	106/2	
	65 (स.नाला)	0.0288
	109/1/1	0.2124
	109/1/2	
	109/1/3	
	109/1/4	
	109/2	
	109/3	0.3240
	112	
	111/1	0.1080
	111/2	
	85	0.2268
	84	0.1116
	96	0.2592
	87/1	0.0216
	87/2	
	88/1	0.1368
	88/3	
	35	0.3672
	32/1	0.0144
	32/2	
	32/3	



ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल हैक्टेयर	
जागली (निरंतर....)	32/4	}	निरंतर....
	32/5		
	32/6		
	34	0.1224	
	28	0.6214	
	27	0.1908	
	26	0.1260	
	24(स.नाला)	0.0180	
	13	0.2628	
	20	0.4536	
	18/1,18/2,18/9	}	0.3842
	18/3,18/4		
	18/5		
	18/8		
	18/6,18/10		
२ मढ़गांव	18/7	}	0.5205
	36/1		
	36/2		
	36/3		
	36/4		
	36/5		
	36/6		
	36/7		
	36/8		
	36/9		
3 कलालदा	35(बरड़ी) प्रहाड़	0.0466	
	86/346 (राष्ट्रीय मार्ग)	0.0652	
	88	0.1152	
	86/3	0.3456	
	86/4	0.1257	
४ वाकी	23	0.1728	
	46	0.0216	
	44/1	}	0.0936
	44/2		

ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल हैक्टेयर
वाकी (निरंतर....)	26/1	0.5076
	26/2	
	26/3	
	26/4	
	26/5	
	26/6	
	26/7	
	30/2 (सड़क)	0.0159
	30/1	0.2329
	30/3	
	30/4	
	30/5	
	30/6	
	30/7	
	30/8	0.8608
	31/1	
	31/2	
	31/3	
	31/4	
	31/5	0.3060
	77/1	
	77/2	
	77/3	0.2160
	76	
	72	0.4392
	74/7	0.0504
	74/6	0.0394
	74/5	0.0394
	74/3	0.2385
	74/4	0.0386
	59 (नदी)	0.1440
	58(स. चरागाह)	0.1008

ग्राम का नाम	सर्वे क्रम	क्षेत्रफल हेक्टेयर
वाकी (निरंतर....)	58	0.2988
	18(स.नाला)	0.0890
	17/2	0.0692
	19 (सड़क/स.रास्ता)	0.0216
	21/1	0.7056
	21/2/1	
	21/2/2	
	21/2/3	
	21/2/4	
	21/2/5	
	21/2/6	
	21/3/1	
	21/3/2	
	21/3/3	
	21/4	
	21/5	
	21/6	
	21/7	
५ बनिहार	44(स. घरागाह)	0.3365
	47	0.0936
	46 (स.नाला)	0.0288
	39/1/1	0.3384
	39/1/2	
	39/2	
	38 (स. रास्ता)	0.0144
	37/1	0.2592
	37/2	
	37/3	
	37/4	
	37/5	
	37/6	

ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल हेक्टेयर
बगिहार (निरंतर....)	37/7	(निरंतर....)
	37/8	
	37/9	
	33	0.5832
	12	0.0360
	14	0.4600
	5	0.1296
	4/1	0.3453
	4/2	
	3	0.6912
६. नवलपुरा	132(स. चरागाह)	0.4392
	131/1	0.1656
	140,136/1	0.3528
	139 (स. रास्ता)	0.0288
	138/2 (सड़क)	0.0360
	138/1	0.0216
	179	0.0612
	183(स. रास्ता)	0.0216
	182	0.0648
	176/1(स. चरागाह)	0.0382
	181	0.0380
	175/1	0.3528
	148/3(स.रास्ता)	0.0381
	148/2	0.5472
	146 (सड़क)	0.0354
	147	0.2628
	53/1	0.4824
	53/2	
	53/3	
	53/4	
	53/5	
	53/6	0.0360
	56(स. नाला)	

ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल हैक्टेयर	
नवलपुर (निरंतर...)	57	0.2088	
	58	0.0036	
	61/1(स. चरागाह)	0.2741	
	60 (सड़क)	0.0216	
	2/1/5	0.4284	
	2/1/1,1/2/4,1/2/2,1/2/5	0.0037	
	2/1/10,29/2/2	0.0396	
	2/1/11	0.2160	
	2/1/3,1/2/3	0.1260	
	2/1/2	0.0072	
	3	0.0902	
	4(स. चरागाह)	0.0196	
	5	0.0360	
	6(स. चरागाह)	0.0471	
	8,7	0.0504	
	9(स. रास्ता)	0.0278	
	10/1	0.1656	
	13	0.0911	
	14/1	}	0.2304
	14/2		
9. जुलवानिया	218/1	}	0.2520
	218/2		
	199/1	}	0.0216
	199/2		
	200/1	}	0.1892
	200/2		
	200/3		
	200/4		
	201/1	}	0.0396
	201/2		
	201/3		
	201/4,201/6		

ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल हैक्टेयर
जुलवानिया (निरंतर....)	192/1	0.6644
	192/2	
	192/3	
	192/4	
	202(स.नाला)	0.0318
	193	0.3384
	194 (स.नाला)	0.1080
	195/1	0.0126
	195/2	
	195/3	
	185(स.नाला)	0.0432
	159/1	0.5688
	159/2	
	144/1	0.4356
	144/2	
	143/1/1/1	0.3780
	143/1/1/2	
	143/1/1	
	143/1/2	
	143/1/1/3	
	143/1/1/4	
	143/1/2	
	143/2	
	143/3	
	143/4	
	143/5	
	143/6	
	141/2	
अंजलगाँव	62/1/1/1/1/1/2	0.3936
	55/2/1/1/1/2 तथा 62/3	0.3816
	54/1	0.1692
	13-55	0.1551

ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल हैक्टेयर
अंजनगोव (निरंतर....)	13-55(नहर)	0.0307
	14-52/2/1/1/2	0.5154
	14-52/2/1/1/2	0.0194
	103	0.6902
	100	0.6220
	99/1	0.0625
	83/1(स.ग्रा.पंचा.भूमि)	0.0521
	77/2&77/3 तथा 81/2-82/1	0.2568
	81/1/2	0.1674
	81	0.0263
	81/2 (सड़क)	0.0073
	77/1/1/4, 79/2-80	0.2292
	62/1/1/1/1/1/1/2, 62/4 तथा 62/3, 53/3, 53/2, तथा 52/2/1/1/1/2	0.1337
	79/1, 62/1/6	
	62	0.0576
	64	0.6977
	65(स.नाला)	0.0192
	55/1	0.1671
	55/2	
	55/3	
	55/4	
	55/5	
	55/6	
	55/7	
9 भामनिया	54(स.नाला)	0.0180
	53	0.1247
	52/1	0.0636
	52/2	
	52/3	
	41	0.0755

ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल हेक्टेयर
भामनिया (निरंतर....)	66(स. यस्ता)	0.2160
	67	0.1094
	19	0.3888
	18/1	0.0114
	18/2	0.0077
	17/3	0.1206
	17/2	0.1135
	17/1	0.0453
	16/1/1	0.0624
	15/2	0.0106
	15/3	0.1728
	15/1	0.0863
	1/8	0.0690
	1/5,2	0.1506
	1/7 (सड़क)	0.1031
	1/4	0.3213
	1/2	0.2795
	150	0.3982
	149/1/1/1(स. चरागाह)	0.4824
	146	0.3876
	145/2	0.0383
	139/1	0.0040
	139/2	
	137 (स. नाला)	0.0153
	114/1/1	0.1611
	114/1/2	
	113	0.0858
	112	0.0564
	111/1/1	0.2316
	111/1/3, 111/2	
	111/3, 111/5	
	111/4	



ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल हैक्टेयर	
१० शाहपुरा	163 (सड़क)	0.0120	
	136/10	0.1884	
	136/9	0.0612	
	136/8	0.0612	
	136/6,7	0.1080	
	132/1	}	0.3528
	132/2		
	132/3		
	129 (स.नाला)		0.0288
	105		0.1512
	106		0.0288
	107		0.2376
	95/1	}	0.2808
	95/2		
	94/3		0.2016
	110		0.0612
	93/3		0.2520
	92/1		0.2448
	92/2		0.1860
	89/1	}	0.0864
	89/2		
	89/3		
	89/4		
	89/5		
	89/6		
	89/7		
	89/8		
89/9			
90		0.6696	

ગ્રામ તથા બામ	સર્વે નંબર	કોમ્પલેટ હેક્ટેયર
શાહપુરા (મેરંતર ...)	65/1/1	0.0504
	65/1/2	
	65/2	
	65/3	
	64	0 2016
	161/26	0 2196
	161/27,28	0 1492
	161/32/1	0.864
	161/33	0.3240
	164/170/1,2	0.5256
૧૧. બાલોડગામ	169/234	0.2520
	169/236	0.1116
	169/237/1	0 0732
૧૨. રોલવળ	12	0.0216
	14	0 0972
	15	0 2016
	11/1	0.0216
	11/2	0.1440
	16/1	0.7668
	16/2	
	16/3	
	44/1	0.0030
	19 (સા. સર(III))	0.0216
	20/1	0.3852
	20/2	
	20/3	
	21/1	0 1476
	21/2	
	21/3	
	40	0 1224
	39/1	0 0635
	39/2	0.3193
	39/5	0 0783
	43 (સોલ્ક II)	0 0122
	51/1	0 4430
	52/1	0 3672
	52/2	

ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल हेक्टेयर		
सोलवण (निरंतर....)	49/4	0.0756		
	53	0.0911		
	54/1	}	0.1269	
	54/2			
	68	0.0710		
	67	0.0746		
	61/1/1	0.0432		
	61/2	0.2651		
	61/3	0.2088		
	61/4	0.0137		
	65/1	0.0637		
	65/2	0.2242		
	251(स.नाला)	0.0477		
	252	0.4129		
	256 - 255	0.0296		
	258	0.0229		
	259 (स.नाला)	0.0177		
	260/2	0.2069		
	260/1	0.1060		
	261 (स.नाला)	0.0175		
	262/1	0.3356		
	१३ मालवण	135/2	}	0.4140
		135/3		
		133/1	}	0.3348
		133/2		
		133/3		
		132 (स.नाला)	0.0180	
		307/2	}	0.3546
		307/3		
		308(स.नाला)	0.0648	
		309/3	0.2736	
		309/2	0.0072	
		310(स.नाला)	0.0432	
		300/3	0.4680	
		299	0.2880	

१३ मालवण

ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल हेक्टेयर
मालवन (निरंतर...)	297(स. आबादी)	0.0334
	296/1	0.2195
	296/2	
	296/3	
	296/4	
	296/5	
	295(स.नाला)	0.0357
	292	0.5544
	291	0.5436
	290(स.नाला)	0.0216
	288/6	0.4482
	288/7	
	275(स.नाला)	0.0216
	95	0.1440
	97(स.नाला)	0.0648
	98/1	0.2136
	98/2	
	98/3	
	99	0.1836
	100	0.0180
	91	0.1944
	90/1	0.5256
	90/2	
	89	0.1440
	110(स.नाला)	0.0180
	139	0.1872
	138	0.3240
	137 (स.नाला)	0.0108
	136/1,2	0.4284

[ फा. सं. 31015/26/2001-ओ.आर-II ]

हरीश कुमार, अवर सचिव

New Delhi, the 6th December, 2001

**S. O. 3311.—** Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum products from the Panewadi (Manmad) terminal in the State of Maharashtra, an extension pipeline to Manglya (Indore) in the State of Madhya Pradesh should be laid by Bharat Petroleum Corporation Limited ;

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed hereto ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein ;

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the general public, object in writing to the laying of the pipeline under the land to Shri V.P. Pathak, Competent Authority, Mumbai-Manmad Pipeline Extension Project, Bharat Petroleum Corporation Limited, 26, Park Road, Indore-452003 (Madhya Pradesh).

**Schedule**  
**(Annexed)**

**SCHEDULE****2**

TEHSIL : SENDHWA	DISTRICT : BADWANI	STATE : MADHYA PRADESH
NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
1. JAMLI	161	0.1296
	160	0.2890
	162/1(GL)	0.0252
	162/2	
	162/3/1	
	162/3/2	
	159/1	0.0576
	159/2	
	155/1	0.2798
	155/1/1	
	155/1/2	
	155/1/3	
	155/1/4	
	155/2	
	153/1	0.7524
	153/2	
	153/3	
	153/4	
	153/5	
	131/1	0.6751
	131/2	
	131/3	
	150 (G.DRAIN)	0.0216
	133	0.4172
	136	0.0843
	137/1	0.0576
	137/2	
	135	0.1944
	134/1	0.1296
	134/2	
	121	0.4536
	117/1	0.2304
	117/2	

NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE	
JAMLI (Cont'd)	115	0.1224	
	116	0.2376	
	106/1	}	0.0180
	106/2		
	65 (G.DRAIN)		0.0288
	109/1/1	}	0.2124
	109/1/2		
	109/1/3		
	109/1/4		
	109/2		
	109/3		
	112		0.3240
	111/1	}	0.1080
	111/2		
	85		0.2268
	84		0.1116
	96		0.2592
	87/1	}	0.0216
	87/2		
	88/1	}	0.1368
	88/3		
	35		0.3672
	32/1	}	0.0144
	32/2		
	32/3		
	32/4		
	32/5		
32/6			
34		0.1224	
28		0.6214	
27		0.1908	
26		0.1260	
24(G.DRAIN)		0.0180	
13		0.2628	
20		0.4536	

VILLAGE NAME	SURVEY NO.	AREA IN HECTARE
JAMLI (Cont'd)	18/1, 18/2, 18/9	0.3842
	18/3, 18/4	
	18/5	
	18/8	
	18/6, 18/10	
2. MADHGAON	18/7	0.5205
	36/1	
	36/2	
	36/3	
	36/4	
	36/5	
	36/6	
	36/7	
	36/8	
3. KALALDA	36/9	0.0466
	35(PAHAD)	
	86/346 (Highway)	
	88	
	86/3	
4. VAKI	86/4	0.3456
	23	
	46	
	44/1	0.1257
	44/2	
	26/1	0.1728
	26/2	
	26/3	
	26/4	
	26/5	
	26/6	
	26/7	
	30/2 (Road)	0.5076
	30/1	
	30/3	
		0.0936
		0.0159
		0.2329



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VILLAGE NAME	SURVEY NO.	AREA IN HECTARE
VAKI (Cont'd)	30/4	From Previous Page
	30/5	
	30/6	
	30/7	
	30/8	
	31/1	0.8608
	31/2	
	31/3	
	31/4	
	31/5	
	77/1	0.3060
	77/2	
	77/3	
	76	0.2160
	72	0.4392
	74/7	0.0504
	74/6	0.0394
	74/5	0.0394
	74/3	0.2385
	74/4	0.0386
	59 (River)	0.1440
	58(GL)	0.1008
	56	0.2988
	18(DRAIN)	0.0890
	17/2	0.0692
	19 (GCT)	0.0216
	21/1	0.7056
	21/2/1	
	21/2/2	
	21/2/3	
	21/2/4	
	21/2/5	
	21/2/6	
	21/3/1	

NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
VAKI (Cont'd)	21/3/2	From Previous Page
	21/3/3	
	21/4	
	21/5	
	21/6	
	21/7	
5. BANIHAR	44(GL)	0.3365
	47	0.0936
	46 (G.DRAIN)	0.0288
	39/1/1	0.3384
	39/1/2	
	39/2	
	38 (GCT)	0.0144
	37/1	0.2592
	37/2	
	37/3	
	37/4	
	37/5	
	37/6	
	37/7	
	37/8	
	37/9	
	33	0.5832
	12	0.0360
	14	0.4600
6. NAVALPURA	5	0.1296
	4/1	0.3453
	4/2	
	3	0.6912
	132(GL)	0.4392
	131/1	0.1656
	140,136/1	0.3528
	139 (GCT)	0.0288
	138/2 (Road)	0.0360

NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
NAVALPURA (Cont'd)	138/1	0.0216
	179	0.0612
	183(GCT)	0.0216
	182	0.0648
	176/1(GL)	0.0382
	181	0.0380
	175/1	0.3528
	148/3(GCT)	0.0381
	148/2	0.5472
	146 (Road)	0.0354
	147	0.2628
	53/1	0.4824
	53/2	
	53/3	
	53/4	
	53/5	
	53/6	
	56(G.DRAIN)	0.0360
	57	0.2088
	58	0.0036
	61/1(GL)	0.2741
	60 (Road))	0.0216
	2/1/5	0.4284
	2/1/1,1/2/4,1/2/2,1/2/5	0.0037
	2/1/10,29/2/2	0.0396
	2/1/11	0.2160
	2/1/3,1/2/3	0.1260
	2/1/2	0.0072
	3	0.0902
	4(GL)	0.0196
	5	0.0360
	6(GL)	0.0471
	8,7	0.0504
	9(GCT)	0.0278

VILLAGE NAME	SURVEY NO.	AREA IN HECTARE
NAVALPURA (Cont'd)	10/1	0.1656
	13	0.0911
	14/1	0.2304
7.JULWANIYA	14/2	
	218/1	0.2520
	218/2	
	199/1	0.0216
	199/2	
	200/1	0.1892
	200/2	
	200/3	
	200/4	
	201/1	0.0396
	201/2	
	201/3	
	201/4,201/6	
	192/1	0.6644
	192/2	
	192/3	
	192/4	
	202 (G.DRAIN)	0.0318
	193	0.3384
	194 (G.DRAIN)	0.1080
	195/1	0.0126
	195/2	
	195/3	
	185(G.DRAIN)	0.0432
	159/1	0.5688
	159/2	
	144/1	0.4356
	144/2	
	143/1/1/1	0.3780
	143/1/1/2	
	143/1/1	

NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
JULWANIYA (Cont'd)	143/1/2	From Previous Page
	143/1/1/3	
	143/1/1/4	
	143/2	
	143/3	
	143/4	
	143/5	
	143/6	
	141/2	
8. ANJANGAON	62/1/1/1/1/1/1/2	0.3936
	55/2/1/1/1/2 & 62/3	0.3816
	54/1	0.1692
	13-55	0.1551
	13-55 (Canal)	0.0307
	14-52/2/1/1/2	0.5154
	14-52/2/1/1/2	0.0194
	103	0.6902
	100	0.6220
	99/1	0.0625
	83/1(PANCHAYAT LAND)	0.0521
	77/2-77/3 & 81/2-82/1	0.2568
	81/1/2	0.1674
	81	0.0263
	81/2 (Road)	0.0073
	77/1/1/4, 79/2-80	0.2292
	62/1/1/1/1/1/1/2, 62/4	0.1337
	& 62/3, 53/3, 53/2, &	
	52/2/1/1/1/2	
	79/1, 62/1/6	0.0623
	62	0.0576
9. BHAMNIYA	64	0.6977
	65(G.DRAIN)	0.0192

VILLAGE NAME	SURVEY NO.	AREA IN HECTARE
BHAMNIYA (Cont'd)	55/1	0.1671
	55/2	
	55/3	
	55/4	
	55/5	
	55/6	
	55/7	
	54(G.DRAIN)	0.0180
	53	0.1247
	52/1	0.0636
	52/2	
	52/3	
	41	0.0755
	66(GCT)	0.2160
	67	0.1094
	19	0.3888
	18/1	0.0114
	18/2	0.0077
	17/3	0.1206
	17/2	0.1135
	17/1	0.0453
	16/1/1	0.0624
	15/2	0.0106
	15/3	0.1728
	15/1	0.0863
	1/8	0.0690
	1/5,2	0.1506
	1/7(ROAD)	0.1031
	1/4	0.3213
	1/2	0.2795
	150	0.3982
	149/1/1/1(GL)	0.4824
	146	0.3876
	145/2	0.0383

NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE	
BHAMNIYA (Cont'd)	139/1	}	0.0040
	139/2		
	137(G.DRAIN)		0.0153
	114/1/1	}	0.1611
	114/1/2		
	113		0.0858
	112		0.0564
	111/1/1	}	0.2316
	111/1/3,111/2		
	111/3,111/5		
	111/4		
10. SHAHPURA	163 (Road)		0.0120
	136/10		0.1884
	136/9		0.0612
	136/8		0.0612
	136/6,7		0.1080
	132/1	}	0.3528
	132/2		
	132/3		
	129 (G.DRAIN)		0.0288
	105		0.1512
	106		0.0288
	107		0.2376
	95/1& 95/2		0.2808
	94/3		0.2016
	110		0.0612
	93/3		0.2520
	92/1		0.2448
	92/2		0.1860
	89/1	}	0.0864
	89/2		
	89/3		
	89/4		
	89/5		

NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
SHAHPURA (Cont'd)	89/6	From Previous Page
	89/7	
	89/8	
	89/9	
	90	0.6696
	65/1/1	0.0504
	65/1/2	
	65/2	
	65/3	
	161/26	0.2196
11. NANDYA	161/27,28	0.1492
	161/32/1	0.864
	161/33	0.3240
	164/170/1,2	0.5256
	64	0.2016
12. SOLVAN	169/234	0.2520
	169/236	0.1116
	169/237/1	0.0732
	12	0.0216
	14	0.0972
	15	0.2016
	11/1	0.0216
	11/2	0.1440
	16/1	0.7668
	16/2	
	16/3	
	44/1	0.0030
	19 (GCT)	0.0216
	20/1	0.3852
	20/2	
	20/3	
	21/1	0.1476
	21/2	
	21/3	
	40	0.1224
	39/1	0.0635
	39/2	0.3193
	39/5	0.0783



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VILLAGE NAME	SURVEY NO.	AREA IN HECTARE	
SOLVAN (Cont'd)	43(G.DRAIN)	0.0122	
	51/1	0.4430	
	52/1	}	0.3672
	52/2		
	49/4		0.0756
	53		0.0911
	54/1	}	0.1269
	54/2		
	68		0.0710
	67		0.0746
	61/1/1		0.0432
	61/2		0.2651
	61/3		0.2088
	61/4		0.0137
	65/1		0.0637
	65/2		0.2242
	251(G.DRAIN)		0.0477
	252		0.4129
	256 & 255		0.0296
	258		0.0229
	259 (G.Drain)		0.0177
	260/2		0.2069
	260/1		0.1060
	261(G.Drain)		0.0175
	262/1		0.3356

VILLAGE NAME	SURVEY NO.	AREA IN HECTARE
13.MALVAN	135/2	0.4140
	135/3	
	133/1	0.3348
	133/2	
	133/3	
	132 (G.DRAIN)	0.0180
	307/2	0.3546
	307/3	
	308(G.DRAIN)	0.0648
	309/3	0.2736
	309/2	0.0072
	310(G.DRAIN)	0.0432
	300/3	0.4680
	299	0.2880
	297(GL. ABADI)	0.0334
	296/1	0.2195
	296/2	
	296/3	
	296/4	
	296/5	
	295(G.DRAIN)	0.0357
	292	0.5544
	291	0.5436
	290(G.DRAIN)	0.0216
	288/6	0.4482
	288/7	
	275(G.DRAIN)	0.0216
	95	0.1440
	97(G.DRAIN)	0.0648
	98/1	0.2136
	98/2	
	98/3	
	99	0.1836
	100	0.0180

NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE	
MALVAN (Cont'd)	91	0.1944	
	90/1	}	0.5256
	90/2		
	89		0.1440
	110(G.DRAIN)		0.0180
	139		0.1872
	138		0.3240
	137 (G.DRAIN)		0.0108
	136/1,2		0.4284

[No. R-31015/26/2001 OR-II]  
HARISH KUMAR, Under Secy.

का. आ. 3312.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में मुन्द्रा पत्तन स्थित अपरिष्कृत तेल टर्मिनल (सी.ओ.टी.) से पंजाब राज्य में भटिंडा तक मुन्द्रा-भटिंडा पाइपलाइन द्वारा अपरिष्कृत तेल के परिवहन के लिए एक पाइपलाइन गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड की समनुषंगी) द्वारा बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसमें उक्त पाइपलाइन बिछाये जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से, जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाने के सम्बन्ध में सक्षम प्राधिकारी, श्री ए. आर. चौधरी, मुन्द्रा-भटिंडा अपरिष्कृत तेल पाइपलाइन, पंजाब रिफाइनरी परियोजना, गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड की समनुषंगी), एल.पी.जी. बॉटलिंग संयंत्र, हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड, भगत की कोठी, जोधपुर 342005 को लिखित रूप में आक्षेप भेज सकेगा ;

अनुसूची

तहसील : लूनी

जिला: जोधपुर

राज्य: राजस्थान

क्रम सं.	गाँव का नाम	खसरा नं.	हिस्सा क्रमांक	ROU क्षेत्रफल	
				बिघा	बिरवा
	1	2	3	4	
1	उत्तेसर	102		2	07
		78		2	12
		78	1	3	15
		78	2	2	02
		79		1	09
		79	1	0	01
		82		1	04
		82	1	2	08
		81		0	01
		83		1	17
		84		2	15
		85		1	01
		170	कार्ट ट्रैक सरकारी भूमि	0	03
		184		1	11
		173	2	1	11
		174		1	03
		174	1	0	17
		175	2	1	09
		175	3	1	09
		176		1	01
2	पिपरली	177		2	08
		178		3	17
		72		4	05
3	कागनाडा	30	नाला सरकारी भूमि	0	03
		28	1	3	12
		72		2	14
		72	1	1	10
		74		0	04
		73		1	12
		75		3	14
		76		0	06
		78		0	03
		77		2	03
		63	कार्ट ट्रैक सरकारी भूमि	0	03
		57		1	15
		62	कार्ट ट्रैक सरकारी भूमि	0	04

तहसील : लुनी

जिला: जोधपुर

राज्य: राजस्थान

क्रम सं.	गाँव का नाम	खसरा नं.	हिस्सा क्रमांक	ROU क्षेत्रफल	
				बिघा	बिस्वा
	1	2	3	4	
3	कागनाडा ( जारी )	81	अस्पल्टेड रोड सरकारी भूमि	0	03
		85		0	06
		86	रोड सरकारी भूमि	0	03
		88		5	05
		92		2	05
		92 1		1	14
		92 2		0	19
		97	मिन	1	05
		98		1	13
		99 1		0	07
		99 2		3	19
		103		1	17
		102		0	06
		101 4		0	02
		107		2	06
		111 1		1	08
		111 2		1	13
		112		1	12
		112 1		1	08
		114		0	09
4	सुबदंड	114 2		1	00
		225		2	16
		228		2	03
		227		3	04
		175	कार्ट ट्रैक सरकारी भूमि	0	03
5	चक धवा	172 1		1	09
		39		4	13
		42	कार्ट ट्रैक सरकारी भूमि	1	07
		69		0	01
		37		2	02
		67		0	01
		36 2		1	18
		65		0	18
		64		1	15
		63 2		1	09
		63		0	11
		62		2	04
		90 61		3	12

तहसील : लुनी

जिला: जोधपुर

राज्य: राजस्थान

क्रम सं.	गाँव का नाम	खसरा नं.	हिस्सा क्रमांक	ROU क्षेत्रफल	
				बिघा	बिस्वा
	1	2	3	4	
5	चक धवा (जारी)	60		1	02
		59		0	13
		58		0	01
6	सिनली	151		0	01
		150		2	18
		150	1	1	17
		148		2	14
		147		1	11
		147	1	1	06
		146		0	01
		145		2	10
		144		0	08
		144	1	0	18
		144	2	0	19
		141		0	14
		204	कार्ट ट्रैक सरकारी भूमि	0	03
		200		1	13
		201		0	14
		203		2	03
		203	1	2	03
		203	3	1	16
		209		0	01
		210	कार्ट ट्रैक सरकारी भूमि	0	08
		222	1	0	05
		211		0	08
		211	2	1	01
		212		0	17
		213		0	12
		213	1	1	11
		137	कार्ट ट्रैक सरकारी भूमि	0	03
		136		1	17
		135		2	01
		112	कार्ट ट्रैक सरकारी भूमि	0	02
		105		0	12
		105	1	0	13
		105	2	0	16
		103		0	01
		104		1	06

तहसील : लुनी

जिला: जोधपुर

राज्य: राजस्थान

क्रम सं.	गाँव का नाम	खसरा नं.	हिस्सा क्रमांक	ROU क्षेत्रफल	
				बिघा	बिस्वा
	1	2	3	4	
6	सिनली (जारी)	81		4	15
		81	26 ; रोड सरकारी भूमि	0	02
		92		1	09
		90		1	02
		94		1	00
		95		1	05
		96		1	05
7	धवा	1073		0	02
		1068		2	12
		1067		1	15
		1067	1	1	00
		1066		0	13
		1993	1065	1	01
		1065	1	0	10
		1994	1065	0	15
		1984	1022	1	09
		1021		1	16
		1020		0	15
		1019		0	16
		1018		0	10
		1017	1	0	19
8	गैलावास	1016		1	09
		118		4	03
		119	2	0	01
		116		2	03
		107		0	11
		113		4	06
		112	2	1	06
		126		5	10
		127		0	09
		104	स्टेट हाईवे-28 सरकारी भूमि	0	08
		98		0	13
		97	2	1	00
		96		1	14
		88		1	13
		87		2	18
		86		0	14
		86	1	1	18

तहसील : लुनी

ज़िला:जोधपुर

राज्य:राजस्थान

क्रम सं.	गाँव का नाम	खसरा नं.	हिस्सा क्रमांक	ROU क्षेत्रफल	
				बिघा	बिस्वा
	1	2	3	4	
8	गेलावास (जारी)	60		1	03
		61		1	15
		61	1	1	09
		61	2	0	10
		64		1	14
		38		2	08
		65		0	11
		37		0	14
		37	1	1	08
		36		2	04
		35		0	13
		30	कार्ट ट्रैक सरकारी भूमि	0	07
		29		2	04
		31	नदी जोजरी सरकारी भूमि	0	04
9	लुनावास खुर्द	94	नदी जोजरी सरकारी भूमि	0	11
		105		1	01
		104		1	14
		106		1	12
		103		2	04
		102		1	02
		102	1	0	15
		101		0	05
		80	कार्ट ट्रैक सरकारी भूमि	0	07
		73		4	11
		77	2	0	13
		77		2	08
		45	कार्ट ट्रैक सरकारी भूमि	0	03
		36		4	14
		154	37	0	19
		37	मिन	1	01
		38		2	00
		32		2	01
		31		0	05
		29	कार्ट ट्रैक सरकारी भूमि	0	01
10	लुनावास चारणान	27		0	18
		37		0	12
		36	कार्ट ट्रैक सरकारी भूमि	0	02
		35		0	05



तहसील : लुनी

जिला: जोधपुर

राज्य: राजस्थान

क्रम सं.	गाँव का नाम	खसरा नं.	हिससा क्रमांक	ROU क्षेत्रफल	
				बिघा	बिस्वा
	1	2	3	4	
10	लूनावास चारणान (जारी)	8		1	14
		7		1	09
		6		0	01
		9		2	09
		16		0	15
		15		2	12
		14		1	09
		19		1	00
		21		3	07
11	खटावास	170	कार्ट ट्रैक सरकारी भूमि	0	04
		195		1	15
		197		4	06
		198	1	3	19
		199		0	01
		200		0	01
		208		0	12
		204		1	03
		207		0	11
		206		0	13
		150	कार्ट ट्रैक सरकारी भूमि	0	02
		73		2	09
		74		0	01
		70		0	05
		69		1	16
		66		1	16
		67		1	10
		61		2	14
		60		3	16
12	बेवटा	263		0	07
		298		3	03
		299	कार्ट ट्रैक सरकारी भूमि	0	08
		336		3	14
		337		2	14
		334		1	03
		334	400	0	04
		332		0	19
		331		0	08
		330		1	08

तहसील : लुनी

जिला: जोधपुर

राज्य: राजस्थान

क्रम सं.	गाँव का नाम	खसरा नं.	हिस्सा क्रमांक	ROU क्षेत्रफल	
				बिघा	बिस्वा
	1	2	3	4	
12	बेवटा (जारी)	329		0	02
		324		1	16
		325		1	19
		326		1	01
		318	कार्ट ट्रैक सरकारी भूमि	0	04
		317		0	01
		316		0	01
		315		0	15
		314		1	04
		306	कार्ट ट्रैक सरकारी भूमि	0	02
		304	398	0	03
		304		0	10
		302		2	00
		301		1	04
13	खुडाला	34		3	02
		33		1	05
		31		1	08
		9		0	12
		8		1	09
		7		2	11
		14		0	02
		6		2	17
		5		1	07
		4		1	02
		3		1	04
		2		0	01
		1		1	16
		361	कार्ट ट्रैक सरकारी भूमि	0	03
		241		0	10
14	लुणावस खारा	240		2	08
		244		0	01
		243		1	10
		1085		1	13
15	झंवर	1534		1	18
		1533	कार्ट ट्रैक सरकारी भूमि	0	02
		1532		1	13
		1462		2	02
		1530		1	14

तहसील : लुनी

जिला:बोधापुर

राज्य:राजस्थान

क्रम सं.	गाँव का नाम	खसरा नं.	हिस्सा क्रमांक	ROU क्षेत्रफल	
				बिघा .	बिस्वा
	1	2	3	4	
15	झंवर (जारी)	1529		0	07
		1465		0	13
		1469		1	07
		1470		0	02
		1470	1	1	11
		1471		1	16
		1477		2	00
		1478		1	04
		1479		1	09
		1480		0	04
		1449		0	12
		1448		0	14
		1448	1	0	17
		1484		1	06
		1485		1	01
		1488		1	01
		1489		2	04
		1490		1	04
		1491		1	10
		1438		0	11
		1437		1	05
		1426		0	07
		1427		1	10
		1419		1	11
		1420		0	19
		1422		0	06
		1421		1	00
		1402		1	05
		1401		1	16
		1372		0	18
		1371		1	11
		1370		1	15
		1369		0	02
		1368		2	15
		1367		2	05
		1364		0	02
		1425	कार्ट ट्रैक सरकारी भूमि	0	05
		1294		0	01

तहसील : खुनी

जिला: जोधपुर

राज्य: राजस्थान

क्रम सं.	गाँव का नाम	खसरा नं.	हिस्सा क्रमांक	ROU क्षेत्रफल	
				बिघा	बिस्वा
	1	2	3	4	
15	झंवर (जारी)	1295		0	10
		1296		2	04
		1297		0	19
		1302	कार्ट ट्रैक सरकारी भूमि	0	02
		1305		1	09
		1306		0	07
		1307		2	18
		1156	आसफाल्टेड रोड सरकारी भूमि	0	04
		478		4	06
		476	आसफाल्टेड रोड सरकारी भूमि	0	02
		472		0	06
		471		1	12
		468	3	1	04
		467		3	11
		467	मि.	0	17
		467	1	0	01
		467	2	0	02
		467	3	0	01
		466		0	17
		326	कार्ट ट्रैक सरकारी भूमि	0	03
		240		1	05
		241		0	06
		258		0	05
		242		1	12
		244		1	14
		246		2	04
		248		0	13
		252		2	09
		251		1	08
		250		1	02
		249		1	12
		275	1	2	15
		279		4	10
		278		1	18
		280		1	03
		281		1	10
		281	1	0	10
		286		3	09

तहसील लुनी		जिला: जोधपुर		राज्य: राजस्थान	
क्रम सं.	गाँव का नाम	खसरा नं.	हिस्सा क्रमांक	ROU क्षेत्रफल	
				बिघा	बिस्वा
	1	2	3	4	
15	डुंवर (जारी)	283		0	19
		285	कार्ट ट्रैक सरकारी भूमि	0	03
		73	कार्ट ट्रैक सरकारी भूमि	0	02
		64		1	18
		1531		0	09

[ फा. सं. 31015/33/2001-ओ.आर-II ]

हरीश कुमार, अवर सचिव

New Delhi, the 6th December, 2001

s. O. 3312.— Whereas, it appears to the Central Government that it is necessary in the public interest, that for the transportation of crude oil from Crude Oil Terminal (COT) at Mundra Port in the State of Gujarat to Bhatinda in the State of Punjab, through Mundra - Bhatinda pipeline, a pipeline should be laid by Guru Gobind Singh Refineries Limited (a subsidiary of Hindustan Petroleum Corporation Limited);

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification ;

Now, therefore, in exercise of powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein ;

Any person, interested in the land described in the said Schedule may, within twenty- one days from the date on which the copies of this notification under sub-section (1) of section (3) of the said Act are made available to the general public, object in writing to the laying of the pipeline under the land to the Competent Authority, Shri A.R. CHAUDHARY, Mundra - Bhatinda Crude Oil Pipeline, Punjab Refinery Project, Guru Gobind Singh Refineries Limited (a subsidiary of Hindustan Petroleum Corporation Limited), L.P.G. Bottling Plant, Hindustan Petroleum Corporation Limited, Bhagat Ki Kothi, Jodhpur 342005.

**SCHEDULE**

Tehsil : Luni

District : Jodhpur

State : Rajasthan

Sr. No.	Name of Village	Khasra No.	Part If Any	R.O.U. Area	
				Biga	Biswa
	1	2	3	4	
1	UTTESAR	102		2	07
		78		2	12
		78	1	3	15
		78	2	2	02
		79		1	09
		79	1	0	01
		82		1	04
		82	1	2	08
		81		0	01
		83		1	17
		84		2	15
		85		1	01
		170	Cart Track G.L.	0	03
		184		1	11
		173	2	1	11
		174		1	03
		174	1	0	17
		175	2	1	09
		175	3	1	09
		176		1	01
2	PIPARLI	177		2	08
		178		3	17
		72		4	05
3	KAGNADA	30	Nala G.L.	0	03
		28	1	3	12
		72		2	14
		72	1	1	10
		74		0	04
		73		1	12
		75		3	14
		76		0	06
		78		0	03
		77		2	03
		63	Cart Track G.L.	0	03
		57		1	15

Tehsil : Luni

District : Jodhpur

State : Rajasthan

Sr. No.	Name of Village	Khasra No.	Part If Any	R.O.U. Area	
				Biga	Biswa
	1	2	3	4	
3	KAGNADA	62	Cart Track G.L.	0	04
	(Contd.)	81	Asphalted Road G.L.	0	03
		85		0	06
		86	Road G.L.	0	03
		88		5	05
		92		2	05
		92	1	1	14
		92	2	0	19
		97	Min	1	05
		98		1	13
		99	1	0	07
		99	2	3	19
		103		1	17
		102		0	06
		101	4	0	02
		107		2	06
		111	1	1	08
		111	2	1	13
		112		1	12
		112	1	1	08
		114		0	09
		114	2	1	00
4	SUBDAND	225		2	16
		228		2	03
		227		3	04
		175	Cart Track G.L.	0	03
		172	1	1	09
5	CHAK DHAWA	39		4	13
		42	Cart Track G.L.	1	07
		69		0	01
		37		2	02
		67		0	01
		36	2	1	18
		65		0	18
		64		1	15
		63	2	1	09
		63		0	11
		62		2	04

Tehsil : Luni

District : Jodhpur

State : Rajasthan

Sr. No.	Name of Village	Khasra No.	Part If Any	R.O.U. Area	
				Biga	Biswa
	1	2	3	4	
5	CHAKDHAWA	90	61	3	12
	(contd.)	60		1	02
		59		0	13
		58		0	01
6	SINLI	151		0	01
		150		2	18
		150	1	1	17
		148		2	14
		147		1	11
		147	1	1	06
		146		0	01
		145		2	10
		144		0	08
		144	1	0	18
		144	2	0	19
		141		0	14
		204	Cart Track G.L.	0	03
		200		1	13
		201		0	14
		203		2	03
		203	1	2	03
		203	3	1	16
		209		0	01
		210	Cart Track G.L.	0	08
		222	1	0	05
		211		0	08
		211	2	1	01
		212		0	17
		213		0	12
		213	1	1	11
		137	Cart Track G.L.	0	03
		136		1	17
		135		2	01
		112	Cart Track G.L.	0	02
		105		0	12
		105	1	0	13
		105	2	0	16
		103		0	01



Tehsil : Luni

District : Jodhpur

State : Rajasthan

Sr. No.	Name of Village	Khasra No.	Part If Any	R.O.U. Area	
				Biga	Biswa
	1	2	3	4	
6	SINLI	104		1	06
	(Contd.)	81		4	15
		81	26 ; Road G.L.	0	02
		92		1	09
		90		1	02
		94		1	00
		95		1	05
		96		1	05
7	DHAWA	1073		0	02
		1068		2	12
		1067		1	15
		1067	1	1	00
		1066		0	13
		1993	1065	1	01
		1065	1	0	10
		1994	1065	0	15
		1984	1022	1	09
		1021		1	16
		1020		0	15
		1019		0	16
		1018		0	10
		1017	1	0	19
		1016		1	09
8	GELAWAS	118		4	03
		119	2	0	01
		116		2	03
		107		0	11
		113		4	06
		112	2	1	06
		126		5	10
		127		0	09
		104	S.H.-28 G.L.	0	08
		98		0	13
		97	2	1	00
		96		1	14
		88		1	13
		87		2	18
		86		0	14

Tehsil : Luni

District : Jodhpur

State : Rajasthan

Sr. No.	Name of Village	Khasra No.	Part If Any	R.O.U. Area	
				Biga	Biswa
	1	2	3	4	
8	GELAWAS	86	1	1	18
	(Contd.)	60		1	03
		61		1	15
		61	1	1	09
		61	2	0	10
		64		1	14
		38		2	08
		65		0	11
		37		0	14
		37	1	1	08
		36		2	04
		35		0	13
		30	Cart Track G.L.	0	07
		29		2	04
		31	River - Jojri G.L.	0	04
9	LUNAWAS KHURD	94	River - Jojri G.L.	0	11
		105		1	01
		104		1	14
		106		1	12
		103		2	04
		102		1	02
		102	1	0	15
		101		0	05
		80	Cart Track G.L.	0	07
		73		4	11
		77	2	0	13
		77		2	08
		45	Cart Track G.L.	0	03
		36		4	14
		154	37	0	19
		37	Min	1	01
		38		2	00
		32		2	01
		31		0	05
		29	Cart Track G.L.	0	01
		27		0	18
10	LUNAWAS CHARNAN	37		0	12
		36	Cart Track G.L.	0	02

Tehsil : Luni

District : Jodhpur

State : Rajasthan

Sr. No.	Name of Village	Khasra No.	Part If Any	R.O.U. Area	
				Biga	Biswa
	1	2	3	4	
10	LUNAWAS	35		0	05
	CHARNAN	8		1	14
	(contd.)	7		1	09
		6		0	01
		9		2	09
		16		0	15
		15		2	12
		14		1	09
		19		1	00
		21		3	07
11	KHATAWAS	170	Cart Track G.L.	0	04
		195		1	15
		197		4	06
		198	1	3	19
		199		0	01
		200		0	01
		208		0	12
		204		1	03
		207		0	11
		206		0	13
		150	Cart Track G.L.	0	02
		73		2	09
		74		0	01
		70		0	05
		69		1	16
		66		1	16
		67		1	10
		61		2	14
		60		3	16
12	BEVTA	263		0	07
		298		3	03
		299	Cart Track G.L.	0	08
		336		3	14
		337		2	14
		334		1	03
		334	400	0	04
		332		0	19
		331		0	08

Tehsil : Luni

District : Jodhpur

State : Rajasthan

Sr. No.	Name of Village	Khasra No.	Part If Any	R.O.U. Area	
				Biga	Biswa
	1	2	3	4	
12	BEVTA	330		1	08
		329		0	02
	(Contd.)	324		1	16
		325		1	19
		326		1	01
		318	Cart Track G.L.	0	04
		317		0	01
		316		0	01
		315		0	15
		314		1	04
		306	Cart Track G.L.	0	02
		304	398	0	03
		304		0	10
		302		2	00
		301		1	04
13	KHUDALA	34		3	02
		33		1	05
		31		1	08
		9		0	12
		8		1	09
		7		2	11
		14		0	02
		6		2	17
		5		1	07
		4		1	02
		3		1	04
		2		0	01
		1		1	16
		361	Cart Track G.L.	0	03
		241		0	10
		240		2	08
		244		0	01
		243		1	10
14	LUNAWAS KHARA	1085		1	13
15	JHANWAR	1534		1	18
		1533	Cart Track G.L.	0	02
		1532		1	13
		1462		2	02

Tehsil : Luni

District : Jodhpur

State : Rajasthan

Sr. No.	Name of Village	Khasra No.	Part If Any	R.O.U. Area	
				Biga	Biswa
	1	2	3	4	
15	JHANWAR	1530		1	14
	(Contd.)	1529		0	07
		1465		0	13
		1469		1	07
		1470		0	02
		1470	1	1	11
		1471		1	16
		1477		2	00
		1478		1	04
		1479		1	09
		1480		0	04
		1449		0	12
		1448		0	14
		1448	1	0	17
		1484		1	06
		1485		1	01
		1488		1	01
		1489		2	04
		1490		1	04
		1491		1	10
		1438		0	11
		1437		1	05
		1426		0	07
		1427		1	10
		1419		1	11
		1420		0	19
		1422		0	06
		1421		1	00
		1402		1	05
		1401		1	16
		1372		0	18
		1371		1	11
		1370		1	15
		1369		0	02
		1368		2	15
		1367		2	05
		1364		0	02
		1425	Cart Track G.L.	0	05

	1	2	3	4
15	JHANWAR	1294		0 01
	(Contd.)	1295		0 10
		1296		2 04
		1297		0 19
		1302	Cart Track G.L.	0 02
		1305		1 09
		1306		0 07
		1307		2 18
		1156	Asphalted Road G.L.	0 04
		478		4 06
		476	Asphalted Road G.L.	0 02
		472		0 06
		471		1 12
		468	3	1 04
		467		3 11
		467	Min	0 17
		467	1	0 01
		467	2	0 02
		467	3	0 01
		466		0 17
		326	Cart Track G.L.	0 03
		240		1 05
		241		0 06
		258		0 05
		242		1 12
		244		1 14
		246		2 04
		248		0 13
		252		2 09
		251		1 08
		250		1 02
		249		1 12
		275	1	2 15
		279		4 10
		278		1 18
		280		1 03
		281		1 10
		281	1	0 10
		286		3 09
		283		0 19
		285	Cart Track G.L.	0 03
		73	Cart Track G.L.	0 02
		64		1 18
		1531		0 09

श्री गंगाधरन

नई दिल्ली, 12 नवम्बर, 2001

का.आ. 3313.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बरोडा के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-11-2001 को प्राप्त हुआ था।

[सं.प. 12012/8/97-आई.आर. (बी-II)]

श्री. गंगाधरन, अवर सचिव

## MINISTRY OF LABOUR

New Delhi, the 12th November, 2001

S.O. 3313.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Bank of Baroda and their workman which was received by the Central Government on 9-11-2001.

[No. L-12012/8/97-IR(B-II)]

C. GANGADHARAN, Under Secy

## ANNEXURE

BEFORE SRI R. P. PANDEY, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, SARVODAYA NAGAR,  
KANPUR

Industrial Dispute No. 48/98

In the matter of dispute :

## BETWEEN

The Assistant-General-Secretary,  
UP Bank of Baroda Employees Union,  
C/o Bank of Baroda,  
90/165 Dwa Market Iftikharabad,  
Chamra Mandi,  
Kanpur-208001.

## AND

The Regional Manager,  
Bank of Baroda,  
Gumti No. 5,  
Kanpur.

## AWARD

1. Central Government Ministry of Labour, New Delhi vide its notification No. L-12012/8/97-IR(B-II) dated 10-03-98 has referred the following dispute for adjudication to this Tribunal—

Whether the action of the management of Bank of Baroda in terminating the services of S/Sri Rajesh Kumar, S/o Harish Chandra and Rajesh Kumar, S/o Mohan Lal Part time sweepers with effect from 31-3-96 and 18-7-96 respectively is legal and justified? If not, to what relief the said workman is entitled?"

2. On 23-10-2001 when the case was taken up for hearing and record on evidence on behalf the management, the authorised representative of the Union raising the dispute on behalf of the concerned workman made an endorsement on the statement of claim to the effect that the present claim is not pressed. In view of his endorsement made on the claim, the tribunal is left with no other option but to hold that the claim of the concerned workman is liable to be dismissed as not pressed and the concerned workman is not entitled to any relief in pursuance of the reference order.  
3630 GI/2001—17.

3. Accordingly it is held that the concerned workmen are not entitled to any relief in pursuance of the present reference. The reference is decided accordingly against the workman.

R. P. PANDEY, Presiding Officer

2-11-2001

नई दिल्ली, 12 नवम्बर, 2001

का.आ. 3314.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बैंगलोर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-11-2001 को प्राप्त हुआ था।

[सं.प. 12012/97/91-आई.आर. (बी-II)]

श्री. गंगाधरन, अवर सचिव

New Delhi, the 12th November, 2001

S.O. 3314.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Canara Bank and their workman, which was received by the Central Government on 5-11-2001.

[No. L-12012/97/91-IR(B-II)]

C. GANGADHARAN, Under Secy.

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT "SHRAM SADAN",  
III MAIN, III CROSS, II PHASE, TUMKUR ROAD,  
YESHWANTHPUR, BANGALORE

Dated : 24th October, 2001

## PRESENT :

Hon'ble Shri V. N. Kulkarni, B.Com., LLB.,

Presiding Officer,  
CGIT-cum-Labour Court,

Bangalore.

C R. No. 68/91

## I PARTY

Shri Prasanna Keshavachar,  
Pigmy Collector,  
Temple Road,  
Nuggehalli,  
Hassan Distt.-561171.

## II PARTY

The Chairman and Managing Director,  
Canara Bank,  
H.O.J.C. Road,  
Bangalore-560002.

## AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12012/97/91-IR(B-II) dated 1st November, 1991 for adjudication on the following schedule :

## SCHEDULE

"Whether the action of the management of Canara Bank in terminating the services of Shri Prasanna Keshavachar, Pigmy Collector is justified? If not, to what relief is the workman entitled?"

2. First party was working as a Pigmy Agent to the Second Party Bank. His services were terminated by cancelling the agency and therefore, Industrial Dispute is raised.

3. Parties appeared and filed Claim Statement and Counter respectively.

4. The case of the first party in brief is as follows :

5. The first party joined the service of the Second Party management as Pigmy Collector and he was collecting money from the merchants and other customers of the Bank. Details of this scheme is stated in para 2 of the Claim Statement. It is also said that many other banks have pigmy agents.

6. It is the further case of the first party that at the time of appointment there was an agreement entered into between the first party workman and the Second Party Bank with many conditions. The Second party without applying its mind to the facts of the case passed an order of termination on 1-6-1990 and the same is not correct. The order of termination was passed by the incompetent authority. There was no misconduct on the part of the first party. No charge sheet was given and therefore the order of termination is illegal.

7. First party workman has further said that he is a workman and the dispute is maintainable. Termination is not followed by complying the provisions of Section 25-F of the I.D. Act. First party for these reasons and for many other reasons has prayed to pass award in his favour.

8. The case of the Second Party in brief is as under :

9. The main contention of the Second Party is that there is no relationship of employer and employee between the first party and the management at all.

10. It is the further case of the management that there was only a relationship of Principal and Agent. Details of agreement are given in the counter. There was no controlling provision of the bank on the agents. There was no fixed salary as applicable to regular employees. The workman is not entitled for any benefits. Repeatedly it is said that there is no relationship of Employer and Employee between the first party and the bank. Management for these reasons and for many other reasons as stated in detail has prayed to reject the prayer of the first party.

11. It is seen from the records that this case is remanded by the High Court of Karnataka by its order dated 30th March, 2001 in Writ Petition No. 593/1995(L).

12. After remand parties have not adduced any evidence. I have heard both sides and perused all the relevant documents.

13. Now in view of the decision of the Hon'ble Supreme Court of India reported in AIR 2001 SCW 749, there is no merit in the contention of the bank that the first party is a workman. Now it is clear that the first party is a workman.

14. In view of this legal position, the management has to prove misconduct independently and as per rules but in my opinion there is not an iota of material to prove the misconduct alleged against the first party. Admittedly no regular enquiry was held and no charge sheet was given before terminating the services of the first party.

15. Taking all this into consideration I am of the opinion that the action of the management is not correct and accordingly I proceed to pass the following order :

#### ORDER

The management is not justified in stopping the services of the first party workman as Pigmy Agent and in view of the decision of the Hon'ble Supreme Court of India, the management is directed to take the first party as Pigmy Agent and regularise his services as per rules keeping in mind the principles held in the decision of the Hon'ble Supreme Court of India.

(Dictated to PA transcribed by her corrected and signed by me on 24th October, 2001.)

V. N. KULKARNI, Presiding Officer

4-10-2001

नई दिल्ली, 12 नवम्बर, 2001

का.प्र. 3315.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओरियन्टल बैंक ऑफ कामर्स के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-11-2001 को प्राप्त हुआ था।

[सं.एल-12012/104/94-आई.प्र. (बी-II)]

सी. गंगधरण, प्रवर सचिव

New Delhi, the 12th November, 2001

S.O. 3315.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Oriental Bank of Commerce and their workman, which was received by the Central Government on 2-11-2001.

[No. L-12012/104/94-IR(B-II)]

C. GANGADHARAN, Under Secy.

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

Case No. CGIT/LC/R/135/91

Presiding Officer : Shri K. M. Rai,  
Shri Madhav Ray Mehta,  
R/o 530/2, Ramdass Ghati Ghosipura,  
Lashkar,  
Gwalior.

Applicant

#### Versus

Oriental Bank of Commerce,  
through Managing Director,  
E Block Connaught Place,  
Harsha Bhawan,  
New Delhi.

Non applicant

#### AWARD

Passed on this 17th day of October, 2001

1. The Government of India, Ministry of Labour vide order No. L-12012/104/91-IR(B-II) dated 26-7-91 has referred the following dispute for adjudication by this tribunal—

"Whether the action of the management of Oriental Bank of Commerce, Bhopal vide letter No. PEN/C/226 dated 28-6-89 in dismissing the service of Shri Madhav Ray Mehta, Head Cashier is justified? If not, what relief the workman is entitled for?"

2. The case for the workman is that initially he was appointed as peon in the Oriental Bank of Commerce on 1-7-74 and was posted in Churu branch of Rajasthan region. Later on he was transferred to Gwalior branch in the year 1975. Thereafter he was transferred to Shivpuri branch in the year 1983. He was promoted by the management to the post of Head cashier category-E on 24-12-87. At that time Shri S. K. Sharma was posted as Branch Manager at Shivpuri. He continued there as Branch Manager from 1985 onwards. He had personal prejudices against the workman and therefore he tried to punish him anyhow or other by making false allegation of misconduct against him. All these allegations were found false and therefore Shri S. K. Sharma could not succeed in his attempt.

3. The workman further alleges that the Branch Manager Shri S. K. Sharma called him in the tourist hotel at Shivpuri on 21-8-88 under the excuse that the Regional Manager and the Personal Manager wanted him there for some urgent work.



When he reached the tourist hotel, he was locked in the room by Shri Sharma and others and was forced to sign some documents claiming to admit some misconduct alleged to have been committed by him. He remained in wrongful confinement w.e.f. 21-8-88 to 25-8-88 in tourist hotel, Shivpuri. Thereafter he was taken to Bhopal by the said officers in their own car without giving him any transfer advance etc. He was served with a chargesheet at Bhopal on 11-10-88. The allegations in the chargesheet were that excess receipt of Rs. 3000 from Mohan Medical Stores, Shivpuri in the bank was distributed between P. M. Sheikh, Shri A. K. Sharma and the workman. It was wrongly stated in the chargesheet that he got Rs. 1200 out of the said amount of Rs. 3000. Mohan Medical Stores Shivpuri never deposited any excess amount in the Bank as alleged by the management. The management held the DE against him in utter disregard of the tripartite settlement and principles of natural justice. He was not given adequate opportunity to defend his case properly by engaging defence assistant. The entire enquiry proceedings was conducted in English for which he made a written objection to the Enquiry Officer who never considered his request in this respect. The Enquiry Officer wrongly held the charges proved against him. The report submitted by the Enquiry Officer is perverse and is based on no evidence. The Disciplinary Authority wrongly accepted the report of the Enquiry Officer and passed the order of dismissal against him on 28-6-89. He preferred an appeal against the order of dismissal before the competent authority who never considered the appeal judiciously. The Appellate Authority also dismissed the appeal and upheld the order of dismissal passed by the management. The order of dismissal passed by the management against him is illegal which deserves to be quashed. He is entitled to reinstatement with back wages.

4. The case for the management is that the workman was promoted to the post of Head Cashier in the routine post. Earlier he was punished by the management for his alleged misconduct and he challenged the punishment imposed on him. The management of Shri S. K. Sharma, Branch Manager Shivpuri have no malice against the workman as alleged by him. The chargesheet dated 11-10-88 regarding the commission of misconduct was issued to the workman and he submitted his reply to the same. His reply was found unsatisfactory and therefore the DE was conducted against him according to the provisions of bipartite settlement and principles of natural justice. The workman participated in the DE and cross examine the prosecution witnesses effectively. The Enquiry Officer gave him adequate opportunity to defend his case properly. The workman decided to defend himself without taking the help of defence Assistant. The Enquiry Officer never refused to allow him to engage defence assistant to assist him during the enquiry proceedings. The workman never objected that the enquiry proceedings should not be conducted in English language. At the same time, the workman is fully conversant with English.

5. The management further alleges that the workman voluntarily admitted the commission of alleged misconduct before the competent authority. No force was used by the management in obtaining his admission regarding the commission of misconduct as stated in the chargesheet dated 18-10-88. The Enquiry Officer submitted the report after considering the entire material on record. The Enquiry Report is perfectly just and proper. The enquiry was conducted in a just and fair manner. No prejudice has been caused to the workman. The Enquiry Officer rightly held the charges proved against the workman. The Disciplinary Authority accepted the report and passed the order of dismissal against the workman after due consideration. The workman was given opportunity of personal hearing by the Disciplinary authority. He preferred an appeal against the order of dismissal and the Appellate Authority after hearing the workman, upheld the order of Disciplinary Authority. The workman was never kept in wrongful confinement as alleged by him. His allegations in this respect are absolutely false and baseless. The charges of misconduct were of serious nature and therefore the workman was rightly dismissed from service by the management after holding just and proper DE. The workman is not entitled to any relief as claimed by him.

6. The following issues have been framed in this case and my findings thereon are noted hereinafter :—

1. Whether the enquiry is just, proper and legal ?
2. Whether the management is entitled to lead evidence before this tribunal ?

3. Whether the charges of misconduct are proved on the facts of the case ?
4. Whether the punishment awarded is proper and legal ?
5. Relief and costs ?
7. Issues No. 1 & 2 :

From the perusal of DE papers, it appears that the chargesheet regarding misconduct dated 11-10-88 was served on the workman and he submitted his reply to the same. His reply was not found satisfactory and therefore the DE was conducted against him. He fully participated in the enquiry proceedings and cross examined the witnesses also. Adequate opportunity was given to him to defend his case before the Enquiry Officer. He had put his defence before the Enquiry Officer during the Enquiry proceedings. In view of all these facts, it is amply established that the workman was given ample opportunity to defend his case during the enquiry proceedings. The Enquiry Officer never refused the request of workman in engaging the defence assistant to prove his defence during the enquiry proceedings. The workman had fully understood the enquiry proceedings and therefore he participated in the same effectively. No prejudice has been caused to him by holding the DE for the commission of alleged misconduct. It is therefore held that the DE was properly conducted against the workman by the management. The management is not required to adduce any further evidence to prove the alleged misconduct of the workman. Issues No. 1 and 2 are answered accordingly.

#### 8. Issue No. 3 :

It has been stated by the workman that he was wrongly confined in the tourist hotel at Shivpuri by the officers of the Bank w.e.f. 21-8-88 to 25-8-88 and his admission regarding the commission of misconduct was obtained by them by exercising undue influence and force on him. He never gave any voluntary admission regarding the commission of alleged misconduct as alleged by the management. His admission recorded on Ex. M-1 is not voluntary and therefore it cannot be accepted in evidence against him. The workman has not produced any employee of tourist hotel, Shivpuri to prove that during 21-8-88 to 25-8-88 some responsible officers of the Bank had stayed there. No record of the tourist hotel in this respect has been filed by the workman to substantiate his claim. In this way, the workman has failed to produce the best evidence in support of his defence. His statement in this respect appears to be an afterthought and without any substance.

9. The workman was charged for committing the misconduct regarding the excess receipt of Rs. 3000 on 2-5-88 from M/s. Mohan Medical Stores and instead of depositing the excess amount with the Bank, he pocketed Rs. 1200 out of Rs. 3000 and remaining amount was distributed among Shri A. K. Sharma and Shri P. K. Sheikh. This fact was found to be proved in the enquiry proceedings. During the enquiry proceedings, the prosecution witness Shri P. M. Sheikh specifically stated that the excess amount of Rs. 3000 was received from Mohan Medical Stores which was never deposited in his A/C and out of this amount workman kept Rs. 1200 himself. Not a single question was put to him during the cross examination by the workman. He could have easily put his defence regarding this offence as stated in the statement of claim. His admission in writing Ex. M-1 clearly shows that he accepted the receipt of Rs. 1200 from the excess amount of Rs. 3000 received from Mohan Medical Stores to the Bank. There is no reason on record to hold that the workman had given his confessional statement in writing Ex. M-1 under duress of the management officers. This very confessional statement proves his guilt beyond reasonable doubt. The Enquiry Officer rightly accepted the said confessional statement of the workman in his report.

10. The DE was conducted against the workman in a just and proper manner. The Enquiry Officer rightly held the charges proved against the workman. This court cannot sit as a court of appeal over the order of Disciplinary Authority. The report does not appear to be perverse at all. At the same time, the workman has not been able to establish that his admission Ex. M-1 was obtained by the management by exer-

cising undue influence on him. In view of all these facts, it is held that the charge of misconduct has been fully established against the workman. Issue No. 3 is answered accordingly.

#### 11. Issue No. 4 :

The charge of misconduct regarding mis-appropriation of Rs. 1200 of depositor in the Bank has been fully established by the management. In such a circumstance, the management has lost confidence in the workman as a serious misconduct has been committed by him. Such persons do not deserve to be retained in the bank service at all. The order of dismissal from service passed by the management dated 28-6-89 is perfectly proportionate to the facts of the case. This punishment does not require any interference by this tribunal. Issue No. 4 is answered accordingly.

#### 12. Issue No. 5 :

On the reasons stated above, it is held that the DE was properly conducted against the workman. The charges of misconduct have been fully established from records. The order of dismissal from service passed by the management against the workman on 28-6-89 is perfectly legal and it does not require any interference in this case. The workman is not entitled to any relief as claimed by him. The reference is answered accordingly in favour of the management and against the workman.

13. Copy of the award be sent to the Government of India, Ministry of Labour as per rules.

K. M. RAI, Presiding Officer

नई दिल्ली, 12 नवम्बर, 2001

का.आ. 3316 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूच में, केन्द्रीय सरकार बैंक ऑफ बड़ोदा के प्रबंधक के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पटना के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-11-2001 को प्राप्त हुआ था ।

[सं.एल-12012/160/92-आई.आर. (बी-II)]

सी. गंगाधरन, अवर सचिव

New Delhi, the 12th November, 2001

S.O. 3316.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Patna, as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Bank of Baroda and their workman, which was received by the Central Government on 7-11-2001.

[No. L-12012/160/92-IR(B-II)]

C GANGADHARAN, Under Secy.

#### ANNEXURE

BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, PATNA

Reference No. 56 of 1992

Reference No. 6(c) of 2000

Management of Bank of Baroda, Muzaffarpur and their workman Sri O.P. Sinha represented by Bihar State Bank of Baroda Employees Association, Frazer Road, Patna.

For the Management : Mr Peter Barla, Manager (Personnel).

For the workman : Sri Gopal Narain Lal, General Secretary, Bihar State Bank of Baroda Employees Association, Patna.

#### PRESENT :

Sri S. K. Mishra, Presiding Officer, Industrial Tribunal, Bailey Road, Patna.

#### AWARD

The 30th October, 2001

The Central Government in exercise of powers u/s. 10(1) (d) of the Industrial Disputes Act by order No. 12012/160/92-IR (B-II) dated 30-7-1992 initially referred the following industrial dispute to the Central Government Industrial Tribunal No. 1, Dhanbad between the Management of Bank of Baroda, North Bihar Branch, Muzaffarpur and their workman Sri O. P. Sinha as represented by Bihar State Bank of Baroda Employees Association, Frazer Road, Patna for adjudication :—

"Whether the action of the Management of stopping one increment with cumulative effect of Shri O.P. Sinha, Head-Cashier, Bank of Baroda, was right and justified? If not, to what relief is the workman entitled?"

2. Subsequently the Central Government by order No. L-12012/160/92-IR (B-II) dated 3-8-2000 withdrew the proceedings in relation to the said Industrial Tribunal No. 1 Dhanbad and transferred it to this Tribunal for adjudication.

3. The question of fairness of Domestic enquiry was decided by this Tribunal on 15-6-2001 as preliminary point. It was held that as the principles of natural justice have not been complied with the Domestic Enquiry was not fair. By the aforesaid order this Tribunal gave an opportunity to the Management to adduce fresh/additional evidence before this Tribunal to prove the charges against the delinquent workman. On 12-10-2001 the Representative of the Management submitted that as the instant case relates to the year 1986 it is not possible for the Management to arrange for examination of witnesses after lapse of 15 years. It was further submitted that at present some of the material witnesses are posted at far away places and some of them have retired. The present whereabouts of the Officers who have retired are not known to the Management. So it was submitted that the Management is unable to adduce any fresh or additional evidence in support of charges and a prayer has been made that the Reference may be adjudicated by this Tribunal on the basis of the materials available on record. A petition to that effect has also been filed on behalf of the Management.

4. Both sides were heard on 12-10-2001. It was rightly submitted on behalf of the workman that since this Tribunal has already held that the Domestic Enquiry was not fair and the principles of natural justice were violated and since the Management is not willing to adduce any fresh or additional evidence in support of the charges this Tribunal has no other option but to answer the Reference in favour of the workman. Accordingly I decide that the action of the Management of stopping one increment with cumulative effect of the workman Sri O. P. Sinha, Head-Cashier, Bank of Baroda was not right and justified. The workman is entitled to arrears and other consequent benefits as if the order of the Management stopping one increment with cumulative effect did not does not exist. The Reference is accordingly answered. My earlier order dated 15-6-2001 deciding the preliminary question of fairness of Domestic Enquiry will form part of this Award. The Management is directed to implement the award within sixty days from the date of its publication.

5. This is my award.

S. K. MISHRA, Presiding Officer

## ORDER

Sl. No.	Date of order or proceedings	Order with the signature of the court	Office action taken with date
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44, 15-6-2001

This order is on the question of fairness of the domestic enquiry.

2. The Central Government in exercise of powers sub 10(1)(d) of the Industrial Disputes Act by order No. 12012/160/92-IR(B-II)/1 dated 30-7-1992 initially referred the following industrial dispute to the Central Government Industrial Tribunal No. 1, Dhanbad between the Management of Bank of Baroda, North Bihar Branch, Muzaffarpur and their workman Sri O.P. Sinha as represented by Bihar State Bank of Baroda Employees Association, Frazier Road, Patna for Adjudication :—

“Whether the action of the Management of Stopping one increment with cumulative effect of Sh. O. P. Sinha, Head-Cashier Bank of Baroda, was right and justified? If not, to what relief is the workman entitled?”

3. Subsequently the Central Government by order No. 1-12012/160/92/IR (B-II) dated 3-8-2000 withdraw the proceedings in relation to the said industrial dispute from the Central Government Industrial Tribunal No. 1, Dhanbad and transferred it to this Tribunal for adjudication.

4. Both parties have filed their respective written statements. A rejoinder to the written statement of the Management has also been filed on behalf of the workman. The admitted facts of the case in brief are that the workman Sri O.P. Sinha was appointed by the Management of Bank of Baroda as Clerk-cum-Cashier and was posted at Muzaffarpur in the year 1978. Later on he was transferred to Umanagar Branch, Bank of Baroda as Assistant Head Cashier. While working at Umanagar the workman was assigned with the duties of Head Cashier 'D' temporarily since the the permanent head Cashier was on leave. Disciplinary proceedings were instituted against the workman Sri Sinha and a charge sheet under three heads was served upon him on 7-4-1987 and Sri S.K. Shaw was appointed as the Enquiry Officer for making the enquiry in the charges by Disciplinary authority, the Regional Manager North Bihar. Thereafter Sri S.K. Shaw conducted the domestic enquiry in presence of the workman and also his defence representative and after conclusion of the enquiry he submitted his findings before the Disciplinary Authority. Thereafter the Disciplinary authority issued a Notice on 13-2-1989 to Sri Sinha to show cause against the proposed punishment. Accordingly the workman appeared before the Disciplinary Authority in person with his defence representative and after affording an opportunity to term to be heard, the Disciplinary Authority agreeing with the findings of the Enquiry Officer ordered for stoppage of one increment with cumulative effect with effect from the date of service of the order. The workman being aggrieved by the said punishment preferred an appeal before the Appellate Authority Assistant General Manager, Eastern Zonal Office Bank of Baroda, Calcutta. The appellate Authority after granting a personal hearing to the Appellant by order dated, 4-12-1989 rejected the appeal of the workman and confirmed the imposition of punishment made by the Disciplinary Authority.

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5. The Management has not filed the original record of the domestic enquiry. Instead they have filed zerox copies of the following documents :—

(a) The charge sheet dated 7-4-1987.

(b) The order of findings of the Enquiry Officer dated 12-9-1988.

(c) The order dated 3-7-89 passed by the Disciplinary Authority (Regional Manager North Bihar Branches, Patna) imposing the punishment.

(d) The order dated 4-12-1989 of the Appellate Authority (Assistant General Manager, Eastern Zonal Office, Calcutta)/confirming the findings and the punishment.

(e) Zerox copies of the proceedings of the domestic enquiry date-wise dated 25-5-1987, 24-8-1987, 17-9-1987, 8-10-1987, 13-11-1987 and 25-11-1987.

(f) Depositions of the three witnesses examined by the Management and the deposition of one witness examined on behalf of the delinquent workman.

(g) Letters, office notes and other documents which the Management had filed during the domestic enquiry in support of the charges.

(h) The Minute of proceeding dated 22-2-1989 before the Disciplinary Authority enumerating the objections and pleas taken by the defence representative before him with regard to the punishment.

(i) Rejoinder filed on behalf of the Management to the defence statement before the Enquiry Officer dated 18-7-1988. (It may here be mentioned that no copy of the said defence statement submitted by the defence representative on 12-4-1988 has been filed by the Management.)

(j) Zerox copy of the written arguments submitted on behalf of the Management before the Enquiry Officer dated 8-1-1988. In this connection the Minute of Proceedings of the domestic enquiry of the last date i.e. 25-11-1987 shows that the Enquiry Officer had directed the defence representative to submit his written argument within 15 days after receipt of the written argument of the Presenting Officer. There is nothing in the minutes of the proceedings of domestic enquiry to show that any written arguments had been filed on behalf of the delinquent workman. No copy of such written argument has also been filed before this Tribunal.

6. According to the delinquent workman the domestic enquiry was unfair and improper and there was violation of principles of natural justice. In the written statement it is alleged that during the course of domestic enquiry the workman Sri Sinha was refused by the Enquiry Officer the opportunity of getting the so-called letter of complaint authenticated by the Author. In the rejoinder to the written statement of the Management filed on behalf of the workman it is stated that the charge of refusal to accept the cash from the Cashier Sri A.K. Gupta was levelled against Sri Sinha on the basis of so-called complaint of Sri Gupta but yet despite the repeated demands from Sri Sinha the Management representative during the enquiry failed to produce Sri A. K. Gupta to authenticate his complaint. It is further stated in the written statement that the prosecution did not care to produce other material witnesses depriving the workman the opportunity to cross-examine them

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The Minute of proceeding of domestic enquiry dated 25-11-1987 shows that on that date a demand has been made by the workman for production of Narayan Ram, Peon, Sri S. Mali and Sri A. K. Gupta Cashier as witnesses of the Management for cross-examination because according to the workman they were material witnesses for the case. It was submitted on behalf of the workman that for non examination of these witnesses by the Management he has been deprived of his right to cross-examine them. The afore-mentioned minutes of domestic enquiry shows that the Management did not want the examination of such witnesses. In my view under such circumstances, the defence could not have compelled the Management for production of those witnesses from the Management side merely for cross examination. At best the non-examination of the material witnesses by the Management may lead to an adverse inference against them. There was nothing to prevent the workman to examine these witnesses from his side. Thus, it can not be said that there was violation of the principles of natural justice for non production and non examination of material witnesses by the management.

7. However, I notice from the minutes of the proceedings of the domestic enquiry dated 13-11-1987 and 25-11-1987 that the defence representative had wanted to examine Sri B. K. Jallan, Head Cashier, Muzaffarpur Branch and Sri M. M. Singh acting head cashier, as defence witnesses, but the prayer was turned down by the Enquiry Officer on the ground that they were not connected with any of the charges. There is nothing in these minutes of the domestic enquiry to show that any opportunity was given to the delinquent workman to explain as to in what way their evidence would be connected with the charges before disallowing the workman to examine them as witnesses. It is true that no specific grievance has been raised by the workman either in his written statement or rejoinder for not being able to examine those witnesses in his defence at the time of domestic enquiry. But this objection has been taken in a general way and it is stated in the written statement that during the course of domestic enquiry the Enquiry Officer took unprincipled and unjustified stand by rejecting many relevant prayers of the defence representatives in violation of natural justice and fair play. The Minute of the proceeding before the Disciplinary Authority dated 22-2-1989 shows that these plea has been taken by the workman before the said authority. It was also made clear before the said authority as to in what way the evidence of Sri M. M. Singh would have been relevant.

8. In the facts and circumstances I agree with the view of the delinquent workman that he had not been given proper opportunity to defend himself.

9. Further the copy of the Minutes of the proceeding of the domestic enquiry dated 13-11-1987 shows that a demand had been made on himself of the delinquent workman requiring the Management to file the preliminary investigation report on which the charge sheet is based. The Enquiry Officer

after hearing both parties rejected the prayer of the defence holding the view that the report sought for by the workman is irrelevant. A similar demand was again made on 25-11-1987. The Minute of the proceeding of the domestic enquiry of that date shows that a demand had been made on behalf of the workman for production of the report of the witness Sri Arun Kumar, the then Branch Manager upon which charge is said to have based. The Enquiry Officer rejected such demand on the similar ground that the report is irrelevant.

10. In my view there was no justification for the Enquiry Officer to hold that the preliminary report leading to the charge sheet was irrelevant. There is nothing in the minutes of the proceedings of the domestic enquiry to show that the Management had submitted any explanation for non filing of the preliminary report. Had the Management filed the initial report submitted by Sri Arun Kumar leading to the charge sheet. The workman could have effectively cross-examined the witnesses and could have proved any contradiction, addition or commission in his evidence in reference to his earlier statement. So in my view on this account also it seems that the delinquent workman was prejudiced during the domestic enquiry.

11. In view of my above reasons I am compelled to hold that the domestic enquiry was not fair and the principles of natural justice were violated. However the Management can adduce fresh/additional evidence before this Tribunal to prove the charges. Put up on 4-7-2001 for evidence of the the Management if it is so desired.

S. K. MISHRA, Presiding Officer

नई दिल्ली, 12 नवम्बर, 2001

का.अ. 3317 -- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार इलाहाबाद बैंक के प्रबंधन के संबंध में निोजकों और उनके कार्यकों के बीच, अन्वय में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिनियम का अनुसार के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-11-2001 को प्राप्त हुआ था।

[न.ए.न-12012/388/94-आई.आर. (बी-II)]

सी. गंगधरन, अवर सचिव

New Delhi, the 12th November, 2001

S.O. --In pursuance of Section 17 of the Industrial Disputes Act, 1947 (11 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Kanpur as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Allahabad Bank and their workman, which was received by the Central Government on 9-11-2001.

[No. I-12012/388/94-IR(B-II)]  
C. GANGADHARAN, Under Secy

#### ANNEXURE

BEFORE SRI R. P. PANDEY PRESIDING OFFICER  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT KANPUR

Industrial Dispute No. 56/95

In the matter of dispute between

General Secretary,  
Allahabad Bank Staff Association,  
40/26 North Malaka Allahabad.

AND

Regional Manager,  
Allahabad Bank,  
Gonda Road  
Regional Office Bahraich.

#### AWARD

1. Central Government, Ministry of Labour 12012/388/94-IR(B-2) dated 24-5-95 has referred the following dispute for adjudication to this Tribunal :—

"Whether Sri Mohd. Sajjan was an employee of Allahabad Bank Bahraich as temporary peon-cum-Farash? If so whether the action of the Bank management in terminating his services with effect from 1-10-93 was legal and justified? If not, what relief is Shri Sajjan entitled to?"

2. In this case award was passed by this Tribunal on 7-8-98 where by the reference was decided in favour of the workman and a direction was given to the management of the bank to reinstate him with back wages. That case was decided against the management after the application of management for adducing evidence was rejected and the case was decided without any evidence of the management. The management filed writ petition No. 43463 of 98 before the Hon'ble Allahabad High Court Allahabad Bank versus CGIT and another against the aforesaid award and the writ petition was allowed and the aforesaid award was set aside and the case was remanded to this tribunal for deciding the case afresh after giving the parties an opportunity to adduce evidence and after giving them an opportunity of hearing. Thus this case has again come up before this tribunal for decision according to law.

3. On behalf of the workman statement of claim has been filed with the allegation that Mohd. Sajjan who was in search of an employment approached the Manager of Allahabad Bank Bahraich Branch and the manager of the Bahraich Branch of the Bank was pleased to engage him as temporary peon-cum-farrash on 1-9-89. He worked continuously from 1-9-89 to 1-10-93 when his services were abruptly terminated. It has been alleged that he was workman as defined under the Industrial Disputes Act and was entitled to get protection of Section 25F of the Industrial Disputes Act as he had worked for more than 240 days. It has been alleged that no notice pay or retrenchment compensation was paid to him in accordance with the provisions of Section 25F of the I.D. Act, hence his retrenchment from service was illegal and he was entitled to be reinstated in service with full back wages. It has been alleged that after he was retrenched from service one Shyam and thereafter Sri Hari Ram were appointed as peons in the bank but no opportunity of employment was given to the concerned workman by the Bank. Thus the Bank committed breach of Section 25II of the I.D. Act. It has also been alleged that the Government of India, Ministry of Finance vide its circular dated 16-8-90 had issued a direction that a workman who has worked for more than 240 days in a year should be absorbed in the service of the Bank and the concerned workman is entitled to get benefit of that circular also. Thus he has prayed that he should be absorbed in the service of the bank in terms of aforesaid circular of the Government of India.

4. The management of the bank has filed written statement with the contention that the concerned workman Mohd. Sajjan was never employed as peon-cum-farrash in the Bahraich Branch of the Allahabad Bank. It has been alleged that branch manager has no power to appoint a member of sub staff in the bank as the members of sub staff are appointed by Regional Manager of the bank after following the prescribed procedure for recruitment. It has been alleged that if there is any vacancy the names of candidate are called from the employment exchange and after a selection is made from amongst the candidates, the vacant posts are filled up accordingly. It has been alleged that the relationship of master and servant never existed between the bank and Mohd. Sajjan hence he was not entitled to get any relief against the bank it has been alleged that the bank had hired a generator from a private person to operate during the shut down period for supply of power and said Sri Sajjan was engaged by the owner of generator to operate his generator at Bahraich branch of the bank. The bank had no concern with Sri Sajjan and no salary or wages were ever paid, to him. He never signed the attendance register as an employee of the bank. It has been alleged that he was never required to perform any of the duties of peon-cum-farrash. As Sri Sajjan was not an employee of the bank no appointment letter was issued in his favour and there was no question of termination of his service at any point of time. It has been denied that Hari Ram and Shyam were ever appointed as peon in the bank. As the workman was not the employee of the bank he was not entitled to get protection of section 25F of Industrial Disputes Act. It has been alleged that in the year 1993 Mohd. Sajjan purchased a generator set after taking a loan of Rs. 12000 from the bank under Nehru Rojgar Yojna and after purchasing the generator he became self employed and was no longer unemployed and there was no question of absorbing him in the service of the bank. It has been alleged that Mohd. Sajjan has only made an attempt through the litigation to get back door entry in the service of the bank without being selected or appointed on any post in

the bank. It has been alleged that the reference made to this tribunal by the Government of India should be decided in favour of the bank and against the workman.

5. The workman has filed rejoinder in which he has reiterated the facts alleged in the statement of claim and has also admitted that he had taken a loan for Rs. 12000 from the Bahraich Branch of the bank in the year 1993 but the same was utilised not for purchasing the generator set but to meet other family expenses. He has not denied the fact that Branch Manager was not competent to appoint any member of sub staff in the Bank.

6. The workman examined himself as W.W. 1 and filed 6 documents marked Ext. W-1 to W-6 in support of his case. The management examined Sri K. N. Sharma M.W. 1 and Sri U.S. Tripathi as M.W. 2 and filed 28 documents marked Ext. M.M.-1 to M-28 in support of its case. The contention of the authorised representative for the workman is that the concerned workman was an employee of Allahabad Bank Bahraich Branch as temporary peon-cum-farrash and was appointed on that post on 1-9-89. The contention of the bank is that Mohd. Sajjan was never employed as peon-cum-farrash in the Bahraich Branch of the Bank. In these circumstances there was heavy burden on the workman to prove by cogent evidence that he was employed as peon-cum-farrash in Bahraich Branch of Allahabad Bank on 1-9-89 and continued to work there till 1-10-93. The concerned workman has not filed any appointment letter to show that he was ever appointed on the post of peon-cum-farrash in Bahraich Branch of the Bank on 1-9-89. He had not filed any document to show that his services were terminated with effect from 1-10-93 by any officer of the Bank. He has not produced any document to show that he ever drew any salary of peon-cum-farrash from Bahraich Branch of the bank during the aforesaid period. The case of the concerned workman as pleaded in the statement of claim is that he was engaged appointed as peon-cum-farrash in Bahraich Branch of the Bank by the then branch Manager of the bank. It was clearly pleaded by the management in its written statement that branch Manager was not empowered to make appointment on any post in sub-staff cadre and appointment on such post could be made only by Regional Manager of the Bank. This fact has not been denied by the workman in his rejoinder. The then branch Manager of Bahraich Branch of Allahabad Bank Sri U. S. Tripathi M.W. 2 stated on oath that he was branch Manager of Bahraich Branch of the Bank from May, 1989 to July, 1991. He further stated that the post of peon comes in the cadre of sub-staff and the branch Manager has no power to appoint a peon in the bank and such appointment are made only by the Regional Manager or Chief Manager of the bank. He further stated that during his tenure there was not any vacancy of peon-cum-farrash in the bank and there were only three sanctioned post of sub staff on which Sri Dinesh Kumar, Sunder Lal and Mahbub Hasan were working. He clearly stated that he never engaged Sri Mohd. Sajjan on the post of peon-cum-farrash. He further stated that Mohd. Usman the brother of Mohd. Sajjan had let out his generator to the Bank for power supply in the absence of electricity and Mohd. Sajjan worked as a operator on that generator set and he did not work at all as a peon-cum-farrash in the Bank. Similarly Sri K. N. Sharma M.W. 1 stated on oath that he worked as Sr. Manager in Regional Office Bahraich and had temporary charge of the Manager of Bahraich Branch of the Bank from November 1992 to June 1993. He stated that there were only three post of peon in the Bank and on those posts Sunder Lal Mahbub Hasan and Dinesh Kumar were working as permanent peons. He stated that there was no vacancy of peon in that bank and Mohd. Sajjan never worked as a peon in the Bahraich Branch of the Bank. He stated that Mohd. Usman had hired his generator set to the Bank and Mohd. Sajjan was only working as operator of that generator set in the Bank. Although these witnesses were cross examined at length by the authorised representative for the workman but nothing has come in their cross examination which may discredit their testimony. I am therefore, inclined to believe their testimony. The interested testimony of workman that he worked as a peon-cum-farrash in Bahraich Branch of the Bank from 1-9-89 to 1-10-93 is not sufficient to rebut the overwhelming evidence on record adduced by the management in support of its case. The management has filed the copy of application of the concerned workman for a loan of

Rs. 12000 for purchasing the generator which is Ext. M3 on record. This application has been signed by Mohd. Sajjan and Sajjan admitted that he had applied for a loan of Rs. 12000 to the bank in the year 1993. At first page of this application dated 17-4-93 the concerned workman has written that he was an educated unemployed person. His this admission is sufficient to indicate that on 17-4-93 he was not employed anywhere and he wanted to purchase generator for engaging himself in letting out the generator and running the same for self employment. His application for loan was supported by report of an officer of the Municipal Board Bahraich which is ext. M.17 on the record. In that report dated 26-10-92 it is clearly mentioned that the applicant Mohd. Sajjan was operating a generator in the Bank and he wanted to take loan for purchasing a generator. The aforesaid report of the Municipal Board also supports the case of the management that Mohd. Sajjan was operating a generator set in the Bahraich Branch of the Bank. At page 4 of the application dated 17-4-93 in column No. 17 it is also mentioned that the concerned workman had experience of operating the generator and other members of his family also do the same work. In column No. 18 it is also mentioned that other members of his family also carrying the business of letting out generator. The aforesaid admission made by the concerned workman in his own application go to show that Mohd. Sajjan was working as operator of generator set in the Bahraich Branch of the Bank. I am therefore, not prepared to believe the testimony of Mohd. Sajjan that he never worked as generator operator in the Bahraich Branch of the Bank because his testimony stands falsified by documentary evidence as well as overwhelming oral evidence adduced by the management in support of its case.

8. Some photo copies of the vouchers have been filed by the workman which are Ext. W 4/1 to W. 4/7 which indicate that for doing some work Mohd. Sajjan was paid petty amounts of Rs. 15, Rs. 7 or Rs. 10, on different dates casually. This supports the contention of the management that when Mohd. Sajjan was present in the bank as operator of the generator some work of casual labour was taken from him by the employees and officers of the bank for which petty amounts were paid to him as labour charges. Such working done by the concerned workman in the Bank could not give him status of an employee of the Bank.

9. The authorised representative for the workman as drawn my attention towards the application of Mohd. Sajjan dated 3-4-93 which was forwarded by the then branch Manager to the Assistant General Manager Lucknow of Allahabad Bank for giving him regular employment in the bank. Sri K. N. Sharma M.W 1 the then branch manager of Bahraich Branch of the Bank stated that he had only forwarded that application and all the entries in the application as well as in the certificate were filled when the same was produced before him. The entries made in the certificate that Sri R.A. Mehrotra and Sri K. K. Tandon branch Manager had engaged him in the bank appears to be false and baseless because they had worked in the bank before appointment of Sri U. S. Tripathi as branch Manager of the bank in May 1989. The case of the concerned workman is that he was appointed in that branch on 1-9-89. This application and the certificate also indicate that he was never paid salary of the post of peon-cum-farrash and he never made entries in the attendance register of the employees of the Bank. This shows that Mohd. Sajjan took advantage of his presence as generator operator and wanted to get back door entry in the service of the bank by mentioning false facts in his application which was forwarded by the then branch Manager to the higher authorities. His application Ext. W.1 also shows that no salary was ever paid to him for the post of messenger-cum-farrash in the Bahraich Branch of the Bank and was never paid salary of that post and no appointment letter was ever issued in his favour by the competent authority.

10. In view of above evidence on record discussed above, I am inclined to believe the case of the management that the concerned workman was never appointed as peon-cum-farrash and his services were never terminated by the competent authority on 1-10-1993.

11. In a similar case of the Manager State Bank of Indore Kanpur versus Presiding Officer Industrial Tribunal (Central) Kanpur and others 1990 (60) FLR 672 the Hon'ble High Court of Allahabad has held as under :—

In the absence of any appointment order there cannot be any termination nor it can be alleged that termination is bad. Para 495 of the Shastri Award clearly indicate the term in which the appointment is to be made that is by a written order and when appointment has not been made according to law a right cannot be claimed. Where a person has no right to a post or to a particular status but if the authority acts beyond its competence gives that person a status which it was not entitled to give he will not in law be deemed to have been validly appointed to the post or given the particular status.

12. A similar question was considered by Hon'ble Supreme Court of India in Himanshu Kumar Vidyarthi versus State of Bihar 1997 Lab. IC 2075 and the Hon'ble Supreme Court held as under :—

Admittedly, they were not appointed to the posts in accordance with the rules but were engaged on the basis of need of the work. They are temporary employees working on daily wages. Under these circumstances, their disengagement from service cannot be construed to be a retrenchment under the Industrial Disputes Act. The concept of retrenchment therefore, cannot be stretched to such an extent as to cover these employees. The learned counsel for the petitioners seeks to contend that in the High Court, the petitioners did not contend that it is a case of retrenchment but termination of their services is arbitrary. Since they are only daily wage employees and have no right to the posts, their disengagement is not arbitrary.

13. The law laid down in the cases cited above fully applies to the facts of the present case. I, therefore, hold that the concerned workman who was never appointed on the post of peon-cum-farrash by the competent authority and did not get any salary of that post from 1-9-89 to 1-10-93 and did not mark any attendance in the attendance register of the bank could not get status of an employee of the bank and was, therefore, not entitled to get protection of the provisions of Section 25F of Industrial Disputes Act. As he was not the employee of the bank there was no question of termination of his service.

14. I, therefore, hold that the concerned workman was never peon-cum-farrash in the Bahraich branch of Allahabad Bank and his services were never terminated by the competent authority of the bank and the concerned workman is not entitled to get any relief in pursuance of reference made to this tribunal.

15. Reference is answered accordingly against the concerned workman.

R. P. PANDEY, Presiding Officer

आई दिल्ली, 12 नवम्बर, 2001

का.आ. 3318.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बरोदा के प्रबंधक के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-11-2001 को प्राप्त हुआ था।

[सं.एस-12012/389/96-आई.आर. (बी-II)]

सी. गंगाधरण, अधिवक्ता सचिव



New Delhi, the 12th November, 2001

S.O. 3318.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Baroda and their workman, which was received by the Central Government on 9-11-2001.

[No. L-12012/389/96-IR(B-II)]  
C. GANGADHARAN, Under Secy.

## ANNEXURE

BEFORE SRI R. P. PANDEY, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, SARVODYA NAGAR, KANPUR

Industrial Dispute No. 26/98

In the matter of dispute :

## BETWEEN

The Assistant General Secretary,  
U P Bank of Baroda Employees Union,  
C/o Bank of Baroda,  
90/165 Dua Market, Itikharabad,  
Chamra Mandi,  
Kanpur-208001.

## AND

The Regional Manager,  
Bank of Baroda,  
Gumti No. 5,  
Kanpur.

## AWARD

1. Central Government, Ministry of Labour, New Delhi vide its notification No. L-12012/389/96-IR(B-II) dated 24-02-98 has referred the following dispute for adjudication to this Tribunal—

“Whether the action of the management of Bank of Baroda in obtaining initials (short-signatures) of Shri S. C. Mishra, Special Assistant on cash cheque/vouchers exceeding Rs. 20,000 and transfer and clearing exceeding Rs. 50,000 is proper and justified? If not to what relief the said workman is entitled?”

2. On 23-10-2001 when the case was taken up for hearing and recording evidence on behalf of the management, the authorised representative of the Union raising the dispute on behalf of the concerned workman made an endorsement on the statement of claim to the effect that the present claim is not pressed. In view of his endorsement made on the claim, the tribunal is left with no other option but to hold that the claim of the concerned workman is liable to be dismissed as not pressed and the concerned workman is not entitled to any relief in pursuance of the reference order.

3. Accordingly it is held that the concerned workman are not entitled to any relief in pursuance of the present reference. The reference is decided accordingly against the workman.

R. P. PANDEY, Presiding Officer

नई दिल्ली, 12 नवम्बर, 2001

का.ग्रा. 3319.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार लाइफ इन्शोरेंस कॉरपोरेशन ऑफ इण्डिया के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बैंगलोर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-11-2001 को प्राप्त हुआ था।

[सं.एल-17012/1/88-आई.ग्रा. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 12th November, 2001

S.O. 3319.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the annexure in the Industrial Dispute between the employers in relation to the management of LIC of India and their workman, which was received by the Central Government on 5-11-2001.

[No. L-17012/1/88-IR(B-II)]  
C. GANGADHARAN, Under Secy

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT “SHRAM SADAN”,  
III MAIN, III CROSS, II PHASE, TUMKUR ROAD,  
YESHWANTHPUR, BANGALORE

Dated : 24th October, 2001

## PRESENT :

Hon'ble Shri V. N. Kulkarni, B.Com., LLB.,  
Presiding Officer,  
CGIT-cum-Labour Court,  
Bangalore.

C.R. No. 32/89

## I PARTY

Shri K. Raghuchandra,  
C/o Narayanji,  
Janata Colony,  
Kumbashi,  
Kumtapura Taluk,  
Udupi Distt.  
Dakkshina Kannada.  
(Advocate—K. Rama Bhat)

## II PARTY

The Divisional Manager,  
Life Insurance Corporation of India,  
Udupi-576107.  
(Advocate—M. Chandrasekharan)

## AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-17012-1/88-D. I(B) dated 19th April, 1989 for adjudication on the following schedule :

## SCHEDULE

“Whether the action of the management of LIC of India, Udupi Division in dismissing Shri K. Raghuchandra, Record Clerk w.c.f. 9-10-1984 is justified? If not, to what relief the concerned workman is entitled?”

2. The First party was working with the Second Party. Charge sheet was issued against the first party alleging that he has committed misconduct. Domestic Enquiry was held and on the basis of the report of the Enquiry Officer first party was dismissed from service and therefore this industrial dispute is raised.

3. Parties appeared and filed Claim Statement and Counter respectively.

4. The case of the first party is that he joined the services of the Second Party as Subordinate staff on 12-10-1973. He was working honestly and sincerely. He was promoted during the year 1980 as Record Clerk. There are no complaints against him till 1983.

5. It is the further case of the first party that the Divisional Manager has issued a charge sheet dated 16-12-1983 alleging that the first party unauthorisedly collected a sum of Rs. 255.20, the quarterly premium of a customer on June, 1983 in cash but he did not deposit the said amount with the Corporation on the same day and he misappropriated the said amount. The name of the customer is Karunakara Mogaveera.

6. It is the further case of the first party that the allegation is that the first party with a malafide intention deposited with Corporation a cheque No. 590598 for Rs. 255.20 drawn on SB Account No. 11090 with Canara Bank, Kundapura towards the premium due 28-5-1983 under Policy No. 61422310, but the cheque was dishonoured by the Bank for the reasons that his signature deferred. It is also alleged that the first party with an ulterior motive collected the cheque dishonoured advise issued by PHS department of branch office, Kundapura dated 16-6-1983 along with the aforesaid cheque returned by the Bank instead of sending the same to the party under certificate of posting as per Rules, but the allegations are not correct.

7. It is the further case of the first party that the above said charges are not correct and he has given an explanation. In the explanation he has stated that he has not committed any misconduct.

8. It is further case of the first party that Mr. Karunakara Mogaveera was a friend to first party workman and he wanted to pay the quarterly premium due during May, 1983 amounting to Rs. 255.20 on his policy No. 61422310 and informed him that he had only Rs. 200 and requested the first party workman to pay the balance. The first party workman did not have the balance amount with him and he agreed to give a cheque for Rs. 255.20 on the condition that Shri Karunakara Mogaveera would remit the balance amount to SB Account of the first party on the very next day. Mr. Karunakara Mogaveera has failed to remit the amount.

9. It is the further case of the first party that he has not committed any misconduct.

10. Regarding enquiry so many allegations are made by the first party contending that the charges were not read over to the first party and full opportunity was not given to him and the enquiry is not correct. The first party for these reasons has prayed to pass award in his favour.

11. The case of the Second party in brief is as follows :

12. It is true that the first party was working with the second party. He committed misconduct and charge sheet was issued. There was 4 charges against him as stated in para 2 of the Counter.

13. It is the further case of the second party that an enquiry was held and the same is correct.

14. Regarding enquiry the case of the Second party is that the enquiry is fair and proper and full opportunity was given to the first party and all the allegations made by the first party are not correct. The report of the enquiry officer was correct and on the basis of the said report the first party was dismissed and the action of the management is correct. Second party for these reasons has prayed to reject the reference.

15. It is seen from the records that the management examined witnesses and workman also gave evidence. This Tribunal by its order dated 13th April, 1992 held that the DE is not fair and proper. Thereafter the case was posted giving opportunity to the management to prove the misconduct.

16. It is seen from the records that the management has not examined the witnesses to prove the misconduct after the finding on preliminary issue and this tribunal on 19-7-1999 posted the case for Award and on 20th July, 1999 Award was passed in favour of the first party.

17. It is seen from the records that in WP No. 36413/1999, the High Court of Karnataka by its order dated 17th November 1999, remanded the matter to enable the management to lead evidence. After the remand, parties appeared. As per the direction of High Court of Karnataka, Management, after remand examined three witnesses. Workman also got examined himself.

18. After the close of the evidence I have heard both sides. I have perused all the records and the citations given by the management.

19. In order to prove the misconduct independently because the DE was set aside, management examined MW 1, 2 & 3.

20. MW1, Mr. M. Radhakrishna has given detailed evidence. He has stated in detail about the procedure followed in the

office when the cheque is dishonoured. This witness has made enquiry with the first party and the first party agreed and said that he had received the amount. He has also stated about enquiry which was held against the first party.

21. MW2, Mr. S. N. Navada has categorically stated in his evidence that he does not remember as to what happened about this case on 13-6-83. He has also stated that he does not know anything about the cheque incident. He has stated that the first party was having access to the cheques coming to the department.

22. In my opinion this evidence of MW2 will not help the management to prove any misconduct against the first party. On the other hand this evidence is helpful to the first party.

23. MW3 is K. Vasantha. He has stated that he has not concern with the ledgers and therefore, he does not know anything. He has further stated that the first party has received cash from the policy holder and has given personal cheque to the office and that cheque was bounced. First party was not entitled to receive cheques for the premium. His evidence will also not help the management to prove the misconduct. He said that in his presence no documents were prepared and signed then in respect of the first party. The evidence of MW2 and MW3 is not sufficient to prove any charges against the first party.

24. MW1 has stated in his cross examination that except the admission of the first party and complaint of Shri Karunakara, they do not have any other document to say that Rs. 255.20 was paid to first party. It is also said that the complaint was filed. MW1 says in his cross examination that it is true that there is some correction about the date in the complaint and the same is not initiated by Karunakara. He has said in his cross examination that he does not know if Karunakara and first party were friends and Karunakara has taken loan by way of cheque. He has also said in his cross examination that there is no written admission of the first party saying that he received cash and issued cheque for Rs. 255.20 to the policy holder. A suggestion was put to him and he says in his cross examination that after enquiry Karunakara gave in writing that he has not paid the premium to the first party and not earlier as suggested. All this would go to show that even the evidence of MW1 will not help anything to prove that the first party has committed misconduct. Only because there is some admission by the first party, we cannot come to the conclusion that he has committed misconduct as alleged against him.

25. It is an admitted fact that when the domestic enquiry is held as not fair and proper the management has to prove independently charges levelled against the first party by adducing prima facie evidence.

26. But in the instant case the evidence of MW1 to MW3 is not sufficient to prove the charges levelled against the first party. There is no explanation on behalf of the management as to why Karunakara is not examined. The evidence of Karunakara is very material to prove charges against the first party. Non examination of Karunakara is really fatal to the management.

27. We are having the evidence of WW1. He has narrated the entire story of Karunakara approaching him and requesting him to give loan for paying his premium and issue of cheque.

28. WW1 considering all this, I am of the opinion that the charges are not proved at all. MW1 has stated in his cross examination that it is true that Karunakara has not written any complaints in his presence. With this it is clear that the management has failed to prove charges against the first party.

29. The evidence of WW1 seems to be natural. He admits in his cross examination that he has given cheque of Rs. 255.20 on his account of LIC for paying premium and he says that he gave the cheque without knowing anything about the rules. This appears to be quite natural.

30. If we consider all the circumstances and the material before us it is clear that the management has not proved the charges against the first party and the misconduct as alleged by the management is not proved. In the given circumstances the punishment of dismissing the first party from service is not proportionate.

31. The learned counsel for the management has relied AIR 2000 SC 3129. I have read the above decision carefully. The facts of the case on hand are quite different from the facts of the above decision. I have given my best consideration to the evidence and material before me and I am of the opinion that the charges are not proved by the management and the action of the management in dismissing the first party is not correct and the same has to be set aside. Accordingly I proceed to pass the following order.

### ORDER

The reference is partly allowed and the order of dismissal is set aside and the Second Party is directed to reinstate the first party from the date of his dismissal with continuity of service and all other benefits. In the given circumstances backwages are not allowed.

(Dictated to PA, transcribed by her corrected and signed by me on 24th October, 2001.)

V. N. KULKARNI, Presiding Officer

24-10-2001

नई दिल्ली, 9 अक्टूबर, 2001

का.आ. 3320.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ौदा के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण अजमेर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार का 08-10-2001 को प्राप्त हुआ था।

[सं.एल.-12012/172/95-आई.आर. (बी-II)]  
सी. गंगाधरान, अधर सचिव

New Delhi, the 9th October, 2001

S.O. 3320.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Ajmer as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Bank of Baroda and their workman, which was received by the Central Government on 08-10-2001.

[No. L-12012/172/95-IR(B-II)]  
C. GANGADHARAN, Under Secy.

### अनुबंध

न्यायालय श्रम एवं औद्योगिक न्यायाधिकरण अजमेर (राज.)

पीठाधीन अधिकारी : राजेन्द्र सिंह राठौड़, आरएचजेएम  
सी.आई.टी.आर. 10/96

[रिकॉर्ड नं. एल-12012/172/95 आई आर. (बी-2)  
दि. 1-10-96]

श्री रमेश चन्द्र गुर्जर पुत्र श्री हारया जी गुर्जर सवाई  
माधोपुर

—प्रार्थी

### वनाम

क्षेत्रीय प्रबंधक बैंक ऑफ बड़ौदा, सवाईमाधोपुर  
—प्रार्थी

उपस्थित : श्री टी. डी. खन्ना, विद्वान, अधिवक्ता, प्रार्थी

: श्री टी.पी. शर्मा, विद्वान, अधिवक्ता, अप्रार्थी

दिनांक 14-9-2001

### अवार्ड

1. भारत सरकार के श्रम मंत्रालय ने इस आग्रह का औद्योगिक विवाद अधिनियम की धारा 10(2) के अंतर्गत इस न्यायाधिकरण के निर्णयार्थ मित्रवाद :—“आया बैंक ऑफ बड़ौदा, सवाईमाधोपुर की कार्यवाही जिसके अंतर्गत रमेशचन्द्र गुर्जर आकस्मिक कर्मकार की सेवाओं में नियमित नहीं करने एवं उसे सेवा-मुक्त कर देना कानूनी रूप से सही है, यदि नहीं तो कर्मकार किस राहत को पाने का अधिकारी है?”

2. स्टेटमेंट ऑफ क्वेश्चन में प्रार्थी ने बताया है कि :

(ए) प्रार्थी ने सन् 83 में अप्रार्थी बैंक की शाखा में चतुर्थ श्रेणी कर्मचारी का कार्य किया, जिसे अप्रार्थी ने बगैर नोटिस सूचना वेतन व मुआवजा दिये ही अवैध रूप में 4-2-89 को सेवा पृथक कर दिया।

(बी) वर्ष 84 में अप्रार्थी बैंक की सेवा शाखा द्वारा चतुर्थ श्रेणी कर्मचारी का पद रिक्त होने पर जिना नियोजन अधिकारी सवाईमाधोपुर में प्रत्याशियों की सूची मांगी एवं उसकी सूची में प्रार्थी का नाम होने से उसे उपर्युक्त मानते हुए चतुर्थ श्रेणी कर्मचारी के रूप में नियुक्त किया गया।

(सी) प्रार्थी की सेवा काल में न्यूनतम अधिनियम के अधीन निर्धारित वेतन से कम वेतन दिया गया जिस बाबत उसने 21-9-89 को सहायक श्रम आयुक्त सवाईमाधोपुर के समक्ष प्रार्थना-पत्र प्रस्तुत किया तथा उसी माह पर न्यायालय ए.एम. सी. सी. कोटा में 4-12-90 को प्रार्थना पत्र प्रस्तुत किया। श्रमिक को पुनियुक्त ने श्रीमान सहायक श्रम आयुक्त केन्द्रीय कोटा के समक्ष 4-7-94 को प्रार्थना पत्र प्रस्तुत किया जिस पर श्रमिक तथा नियोजक को समय समय पर कर्ता हेतु आसक्ति किया गया। अप्रार्थी बैंक ने 23-1-95 को अपना उत्तर प्रस्तुत किया परन्तु श्रमिक को बहाल करने में मना कर दिया। इस उत्तर में अप्रार्थी ने प्रार्थी श्रमिक का वर्ष 83 से 89 के बीच 234 दिन व 91 से 93 के मध्य 475 दिन कुल 709 दिन कार्य करता स्वीकार किया परन्तु चतुराई से प्रार्थी की कार्य अवधि को अवार्ड के साथ-साथ दैनिक वेतन भोगी में कार्य करने की संज्ञा दे दी इसी उत्तर के अंतर्गत अप्रार्थी ने यह भी गलत रूप से अंकित कर दिया कि केन्द्रीय कार्यालय के विज्ञापित अनुसार प्रार्थी योग्यताएं नहीं रखता था क्योंकि उसमें पदराशि के पद पर कार्य नहीं कर दैनिक वेतन भोगी

के नाते कार्य किया है जिसका भुगतान प्रतिदिन कार्य समाप्ति पर कर दिया जाता था। इस पर दोनों पक्षों की बातचीत विफल हो गयी तब रेफरेंस इस न्यायालय को प्रस्तुत किया गया।

(डी) प्रार्थी ने वर्ष 82 से 90 के बीच कुल 234 दिन तथा वर्ष 91 से 93 के बीच 476 दिन में भी अधिक कार्य किया।

(ई) अप्रार्थी बैंक ने विज्ञप्ति 17-8-91 जारी कर ऐसे उम्मीदवारों के आवेदन मांगे जिन्होंने 1-1-82 से 31-12-90 तक की अवधि में 90 दिन या उससे अधिक अस्थाई आग्रार पर पूर्ण कालिक पिओन के रूप में कार्य किया हो एवं विज्ञप्ति में वर्णित मापदंडों के अनुसार आवेदन करने योग्य हो। इस संदर्भ में प्रार्थी ने भी अपना आवेदन पत्र प्रस्तुत किया जिसे केन्द्रीय कार्यालय द्वारा मूचीबद्ध किया गया।

(एफ) इसके बाद भी प्रार्थी ने 476 दिन में अधिक बैंक में काम किया तथा अप्रार्थीपक्ष ने प्रार्थी से कई कनिष्ठ लोगों को तां स्थाई कर दिया जबकि प्रार्थी को अस्थाई पद से भी हटा दिया जबकि प्रार्थी सभी योग्यताएं पूरी करता था।

(जी) प्रार्थी ने 12 माह में 240 दिन से भी अधिक कार्य किया है। अतः उसे बगैर नोटिस मुआवजा कार्य से हटा देने की कार्यवाही औद्योगिक विवाद अधिनियम के प्रावधानों के विरुद्ध होकर पूर्णतया अवैध है। प्रार्थी को 90 दिन कार्य करने पर भी नहीं भर्ती हुई उनमें श्रमिकों की एवज में प्रथम अवसर नहीं दिया तथा रिक्त पद होते भी पुनः नियुक्ति नहीं दी न ही एवजार्थ किया।

(एज) प्रार्थी का निवेदन है कि उसकी सेवा समाप्ति जो 4-2-89 तथा पुनः 22-8-93 को की गयी की निरस्त किया जावे तथा 4-2-89 से ही निरंतर आई चतुर्थ श्रेणी कर्मचारी के पद पर वेतनमान व पिछले वेतन सहित तमाम भत्ते व कंसीडरेशनल लाभ सहित 18 प्रतिशत ब्याज सहित उसे बहाल करने के आदेश पारित किये जावें। दि. 4-2-89 से नियमित चतुर्गती के पद का स्थाई वेतनमान शृंखला व अन्य लाभ दिलाया जावे तथा जो वेतनमान व भत्ते समय-समय पर बढ़े हैं, वह भी मय 18 प्रतिशत ब्याज दिलाये जावे साथ ही मुकदमे का खर्चा भी प्रार्थी श्रमिक को दिलाया जावे।

3 प्रार्थी ने अपने स्टेटमेंट ऑफ क्लेम की पुष्टि में शपथ-पत्र प्रस्तुत किया है तथा दस्तावेज प्रदर्श डब्ल्यू-1 लगात 17 पेश किये हैं जो उसके कार्य दिवसों का विवरण, न्यायालय एग्रेसवीसी, कोटा को प्रस्तुत प्रार्थना पत्र केन्द्रीय श्रम आयोग कोटा के समक्ष अप्रार्थी का जवाब, विफल सम्झौता वार्ता का प्रतिवेदन, अप्रार्थी की विज्ञप्ति 17-8-91 अप्रार्थी का पत्र 17-8-91 जिसके साथ विज्ञप्ति 14-8-91 संलग्न की गयी है एवं पृष्ठ संलग्न किया गया है, शाखा प्रबंधक हिंडोल सिटी के पत्र 19-7-93 केन्द्रीय श्रम आयोग

को नियुक्त का प्रतिवेदन 4-7-94, अप्रार्थी के केन्द्रीय कार्यालय का पत्र 3-6-96 शाखा प्रबंधक हिंडोल के पत्र 24-2-92 आदि हैं।

4. अप्रार्थी बैंक ने स्टेटमेंट ऑफ क्लेम का जवाब प्रस्तुत किया है, इस जवाब में बताया है कि :—(1) प्रार्थी श्रमिक को आकस्मिक श्रमिक के रूप में आकस्मिक कार्य की पूर्ति हेतु रखा गया था जो स्थाई कर्मचारी के अवकाश पर जाने के कारण था। आकस्मिक कार्य की पूर्ति होने के बाद आकस्मिक श्रमिक की सेवाएं स्वतः ही समाप्त हो जाती थी वह उसे किसी प्रकार की सूचना या नोटिस दिये जाने की आवश्यकता नहीं थी।

(2) प्रार्थी का नाम नियोजन कार्यालय में दर्ज होने मात्र से ही वह नियुक्ति पाने का अधिकारी नहीं हो जाता था बल्कि स्थाई पद पर नियुक्ति बैंक के नियमानुसार प्रार्थी को योग्यता आयु शैक्षणिक योग्यता व अन्य विवरण पर आधारित था। प्रार्थी श्रमिक को कभी भी किसी प्रकार का कोई नियुक्ति पत्र नहीं दिया गया था व न ही किसी पद पर ही उसकी नियुक्ति की गयी थी। (3) प्रार्थी ने कभी भी 240 दिवस से अधिक एक कैलेंडर वर्ष में निरंतर कार्य नहीं किया। इस कारण वह कोई लाभ प्राप्त करने का अधिकारी औद्योगिक विवाद अधि. के प्रावधानों के अंतर्गत नहीं है। (4) केवल मात्र विज्ञापन के आधार पर आवेदन कर देने मात्र से किसी व्यक्ति को नियुक्ति का आधार प्राप्त नहीं होता है जब तक कि वह बैंक के नियमानुसार सभी योग्यताएं व मापदंड पूरे नहीं कर ले। प्रार्थी श्रमिक उक्त मापदंड में नहीं आने के कारण उसे नियुक्ति दिया जाना संभव नहीं था। (5) प्रार्थी ने कभी भी किसी भी वर्ष में 240 दिवस कार्य नहीं किया, वह आकस्मिक कार्यों के लिए आकस्मिक श्रमिक की सेवा करता था जो कार्य समाप्त होने के पश्चात् उसकी सेवायें स्वतः ही समाप्त हो जाती थी (6) अप्रार्थी बैंक ने निवेदन किया है कि प्रार्थी के क्लेम को हर्जे-बर्चे सहित खारिज किया जावे।

5. अप्रार्थी बैंक की ओर से श्री योगेन्द्र कुमार गंग शाखा प्रबंधक सवाईमाधोपुर तथा बजरंग प्रसाद गुप्ता शाखा प्रबंधक हिंडोल सिटी ने अपने अपने शपथ पत्र प्रस्तुत किये हैं। बैंक की ओर से कोई आलेखीय साक्ष्य प्रस्तुत नहीं की गयी है।

6. प्रार्थी एवं अप्रार्थी द्वारा प्रस्तुत शपथ पत्रों पर जिरह का मौका प्रतिपक्ष को दिया गया व जिरह समान की गयी।

7. बहम उभयपक्षकारण मुती गयी पत्रावली पर उपलब्ध साक्ष्य का ध्यानपूर्वक अध्ययन किया गया।

8. हस्तगत रेफरेंस का निर्णय करने के लिए निम्नांकित बिंदु हमारे मतव्य में सहायक मिद्ध होंगे :—

1. क्या वर्ष 83 से 89 की अवधि में प्रार्थी श्रमिक द्वारा 234 दिन दैनिक वेतन भोगी के रूप में कार्य कर लेने के कारण प्रार्थी श्रमिक बैंक की

विज्ञप्ति 14-8-91 प्रदर्श डब्ल्यू 6, 7 व 8 के अनुसार अपना आवेदन प्रस्तुत करने एवं अपना नाम भविष्य की रिक्ति (स्थायी/अस्थायी) के विरुद्ध सूचीबद्ध कराने का पात्र था अथवा नहीं ?

2. क्या वर्ष 91 से वर्ष 93 के मध्य श्रमिक द्वारा 475 दिन की सेवा दैनिक वेतन का पूर्ण कालिक पिओन के रूप में की गयी तथा यदि उक्तानुसार पूर्ण कालिक पिओन के रूप में 90 दिन या उससे अधिक कार्य करने पर अप्रार्थी बैंक के पत्र 3-6-96 के अनुसार प्रार्थी का नाम संलग्न प्रपत्र में भिजवाया जाना आवश्यक था व क्या अप्रार्थी बैंक के पत्र 8-7-96 (प्रदर्श डब्ल्यू-14) के अनुसार नियमित स्टाफ अवकाश अनुपस्थित रहने पर रिक्त पद उनके रिक्त पदों के विरुद्ध प्रार्थी नियुक्ति पाने का अधिकारी है अथवा नहीं ?

3. क्या प्रार्थी ने सेवा मुक्ति दि. 22-8-93 में एक वर्ष पूर्व की अवधि में 240 दिन कार्य किया था व इस कारण उसकी सेवा मुक्ति औद्योगिक विवाद अधि की धारा की-25 एफ की पालना नहीं करने के कारण अवैध व अनुचित थी ?

4. अनुतोष ?

9. प्रत्येक बिंदु पर माध्य का विवेचन करने के उपरान्त हमारा निर्णय निम्नानुसार है :—

बिंदु संख्या 1 :—अप्रार्थी बैंक ने सहायक श्रम आयुक्त केन्द्रीय कोटा के समक्ष 23-1-95 को जो जवाब प्रदर्श डब्ल्यू 4 प्रस्तुत किया है, उसमें यह स्पष्ट रूप में अंकित किया है कि रमेशचन्द्र गुर्जर ने सेवा शाखा व हिंडौन शाखा में अस्थाई दैनिक वेतन भोगी के रूप में वर्ष 83 से वर्ष 89 की अवधि के मध्य वह भिन्न वर्षों में 234 दिन कार्य किया है। इसी जवाब में आगे यह भी अंकित किया गया है कि केन्द्रीय कार्यालय द्वारा ऐसे उम्मीदवारों के आवेदन मांगे गये थे 1-1-82 से 31-12-90 तक की अवधि में 90 या उससे अधिक दिन अस्थाई आधार पर पूर्ण कालिक पिओन के रूप में बैंक में कार्य किया है एवं विज्ञापन में वर्णित मापदंडों के अनुसार आवेदन करने के योग्य हो। उक्त जवाब में यह भी अंकित है कि रमेशचन्द्र गुर्जर ने उक्त अपना आवेदन पत्र बैंक को भिजवाया था परन्तु वह विज्ञापन के अनुसार आवेदन में पात्र नहीं थे क्योंकि वर्णित श्रुदा मापदंडों को पूरा नहीं करते थे तथा लगातार 90 दिन अस्थाई दैनिक वेतन भोगी के रूप में कार्य नहीं किया था। इस कारण उन्हें अस्थाई पिओन के रूप में “एम्प्लेन्ड” नहीं किया जा सकता।

अब देखना यह होगा कि बैंक के विज्ञापन 14-8-91 प्रदर्श डब्ल्यू-7 के मापदंडानुसार प्रार्थी आवेदन करने का पात्र था अथवा नहीं। प्रदर्श डब्ल्यू-7 में जो शर्त अंकित थी उसके अनुसार उम्मीदवार को 1-1-82 से 31-12-90 के बीच बैंक की शाखाओं/कार्यालयों में चपरासी के रूप में 90 या अधिक दिन अस्थाई रूप से कार्य करना आवश्यक

था। इसके अलावा उम्मीदवार का मानवी कक्षा उन्तीर्ण होना परन्तु आठवी कक्षा से आगे अध्ययन नहीं करना तथा अस्थाई चपरासी के रूप में पहली बार कार्य करने की तारीख को आयु 18 वर्ष पूर्ण कर लेना किन्तु 26 वर्ष पूर्ण नहीं करना भी एक आवश्यक मापदंडों में शामिल था। यह निर्विवाद रूप से माना जा सकता है कि प्रार्थी ने वर्ष 83 से वर्ष 89 के बीच 234 दिन अस्थाई दैनिक वेतन भोगी के रूप में कार्य किया था क्योंकि वह इनके जवाब प्रदर्श डब्ल्यू-4 अनुसार यह स्थिति पूर्णतया स्वीकृत एवं सुस्पष्ट है श्रमिक के क्लेम के अनुसार सर्वप्रथम पहली बार कार्य करने की तिथि माह अगस्त 83 की मानी जा सकती है। इस तथ्य का हवाला श्रमिक द्वारा प्रस्तुत दस्तावेज प्रदर्श डब्ल्यू-1 से जाना जाता है। प्रदर्श डब्ल्यू-1 में रमेशचन्द्र गुर्जर की जन्म तिथि 2-10-68 अंकित है एवं शैक्षणिक योग्यता में आठवी पास होना दर्शाया गया है। प्रदर्श डब्ल्यू 1 श्रमिक द्वारा प्रस्तुत दस्तावेज है जिस पर वह अपना क्लेम आधारित रखता है। अतः उसमें अंकित तथ्यों को अस्वीकार करने अथवा गलत मानने का कोई आधार नहीं है। अतः जन्मतिथि 2-10-68 18 वर्ष की आयु दि. 2-10-86 को प्राप्त हो जाना माना जा सकता है। उक्त जन्मतिथि का सत्यापन श्रमिक द्वारा अपने सशपथ कथन जो उसने 19-1-98 को न्यायालय में लेखबद्ध कराया है वह जिसमें उसने अपनी उम्र 27 वर्ष लिखाई है, से भी हो जाती है। दि. 2-10-86 के पश्चात् यद्यपि प्रदर्श डब्ल्यू-1 में वर्ष 86 के कुल 4 दिन, 87 के 10 दिन, 11-4-88 से 14-4-88 तक 4 दिन एवं 19-4-88 से 16-1-89 तक लगभग 110 दिन मानी जा सकती है परन्तु विज्ञापन 14-8-91 की शर्त अनुसार पहली बार कार्य करने की तारीख को उसकी आयु 18 वर्ष पूर्ण होना नहीं माना जा सकता है, ऐसी परिस्थिति में अस्थाई रूप से दैनिक वेतन भोगी चपरासी का कार्य करने हुए यद्यपि 2-10-86 के बाद 31-12-90 तक प्रार्थी श्रमिक ने लगभग 110 दिन कार्य किया है परन्तु विज्ञापन के आवश्यक मापदंडानुसार चूंकि सर्वप्रथम नियुक्ति जो वर्ष 83 में थी कि तारीख को वह 18 वर्ष की आयु प्राप्त श्रुदा नहीं था। अतः उसका आवेदन पत्र जो उसने केन्द्रीय कार्यालय को प्रेषित किया उसके अंतर्गत वह “एम्प्लेन्ड” होने का अधिकारी नहीं होगा।

अतः बिन्दु सं. 1 प्रार्थी के विरुद्ध निर्धारित किया जाता है।

बिन्दु संख्या 2 :—विपक्षी बैंक के केन्द्रीय कार्यालय का पत्र 3-6-96 प्रदर्श डब्ल्यू-13 एवं पत्र 8-7-96 प्रदर्श डब्ल्यू-14 के अवलोकन से यह स्पष्ट है कि बैंक ने उन दैनिक वेतन भोगी पूर्णकालिक पिओन की सूचना प्रपत्र में तुरन्त भिजवाये जाने के निर्देश दिये थे, जिसने 90 दिन या उससे अधिक कार्य किया हो। प्रदर्श डब्ल्यू-14 के अनुसार ऐसे दैनिक वेतन भोगी पूर्णकालिक पिओन को उन रिक्तियों के विरुद्ध नियुक्ति देने का निर्देश दिया गया था जो अस्थाई स्टाफ मेम्बर के अनुपस्थित/अवकाश पर रहने के कारण बैंक में उपलब्ध हुई हो। मौजूदा मामले में जैसा कि विपक्षी बैंक ने स्वयं अपने जबाब

प्रदर्श डब्ल्यू-4 में माना है कि प्रार्थी ने वर्ष 91 से 95 के मध्य कुल 475 दिन कार्य किया एवं साथ ही बैंक के ही पत्र 24-2-92 प्रदर्श डब्ल्यू-16 में भी यह तथ्य अंकित है कि 13-12-91 के सरक्यूलर में निहित निर्देशानुसार हिंडोनसिटी शाखा में दैनिक वेतन भोगी चपरासी अस्थाई पद पर रख लिया है। चपरासी ने पूर्व में भी 90 दिन से अधिक कार्य किया है व चपरासी का नाम रमेश चंद्र गुर्जर है, से भी स्पष्ट है कि बैंक के सरक्यूलर की अनुपालना में ही एवं उच्च अधिकारियों को सूचित करके ही वर्ष 91 में प्रार्थी को दैनिक वेतन भोगी चपरासी की नियुक्ति दी गयी थी।

विपक्षी बैंक ने बारम्बार क्लेम के जवाब में एवं उसकी ओर से प्रस्तुत दोनों गवाहान् योगेन्द्र कुमार गर्ग व बजरंग प्रसाद गुप्ता ने अपने कथनों में यह बताने का प्रयास किया है कि प्रार्थी केवल एक आकस्मिक श्रमिक था। बैंक ने आवश्यकता पड़ने पर आकस्मिक कार्यों के लिए उसे नियुक्ति दी जाती थी तथा आकस्मिक कार्य के समाप्त होने ही उसकी सेवायें स्वतः ही समाप्त हो जाती थी। विपक्षी बैंक का उक्त तर्क व कथन उसके स्वयं के दस्तावेजान् से गलत साबित हो जाता है। एक ओर प्रदर्श डब्ल्यू-16 में मफल तौर पर यह लिखा हुआ है कि अस्थाई तौर पर दैनिक वेतन भोगी चपरासी के रूप में उसे नियुक्ति दी गयी है, दूसरी ओर यदि बैंक की मोहर व दस्तखत से जारी प्रदर्श डब्ल्यू-2 का अवलोकन करे तब भी यह बात स्पष्ट हो जाती है कि 13-11-92 से निरंतर एक-एक, दो-दो दिन का आर्टिफिशियल ब्रेक देते हुए श्रमिक की सेवायें 21-8-93 तक ली जाती रही हैं। ऐसा कोई भी आकस्मिक कार्य नहीं हो सकता है जो निरंतर दस माह से अधिक की अवधि तक चलता रहे तथा जिसके लिये श्रमिक को आकस्मिक तौर पर निरंतर नियुक्ति प्रदान की जाती रहे प्रदर्श डब्ल्यू-16 में भी यह बात अंकित की गयी है कि हिंडोन सिटी शाखा में केवल एक ही चपरासी नियुक्त है तथा रोजाना होने वाली कठिनाईयों का विवरण क्षेत्रीय प्रबंधक को भिजवाया जा चुका है। ऐसी परिस्थिति में, जबकि बैंक द्वारा प्रस्तुत क्लेम के जवाब में एवं उसके गवाहान् ने किसी भी तरह यह प्रकट नहीं किया है कि 21-8-93 के बाद बैंक में दिन-प्रतिदिन होने वाली कठिनाईयां किस प्रकार व किस युक्ति से अचानक समाप्त हो गयी, तथाकथित आकस्मिक कार्य का पटाक्षेप अचानक कैसे हो गया, यह मानने का कोई कारण नहीं रह जाता है कि प्रार्थी श्रमिक को आकस्मिक श्रमिक के रूप में नियुक्ति दी गयी थी तथा आकस्मिक कार्य के समाप्त हो जाने पर उसकी सेवायें स्वतः ही समाप्त हो जाती हैं।

विपक्षी बैंक के पत्र प्रदर्श डब्ल्यू-13 व प्रदर्श डब्ल्यू-14 से यह ज्ञात होता है कि बैंक के कर्मकार विभाग में नीतिगत निर्णय इसके अन्तर्गत 14-8-91 को विज्ञप्ति प्रदर्श डब्ल्यू-7 जारी की गयी थी, के अनुसरण में ही पुनः ऐसे श्रमिकों की सूची मांगी थी जिसे 29-2-96 तक 90 दिन की अवधि दैनिक वेतन भोगी पूर्ण-कालिक पियॉन के रूप में पूरी कर ली। प्रार्थी श्रमिक का कहना है कि उसने विज्ञप्ति के आधार पर भी दोबारा आयेदन पत्र प्रेषित किया था परन्तु उसका परिणाम अभी तक पता नहीं चल पाया है। प्रदर्श डब्ल्यू-13 में निहित निर्देशानुसार प्रार्थी ने सभी मापदंड पूर्ण करता था जो प्रथम विज्ञप्ति प्रदर्श डब्ल्यू-7 में अंकित थी अर्थात् दैनिक वेतनभोगी अस्थाई

चपरासी के पद पर 90 दिन से अधिक कार्य किया था। वर्ष 91 में 18 माह की आयु प्राप्त कर चुका था तथा गैरक्षणिक-योग्यता भी आठवीं पास गुना था। उक्त प्रदर्श डब्ल्यू-13 के अनुपालना में उसका नाम व विवरण सलग्न प्रपत्र में कहीं भेजे जाने का कोई कारण नहीं हो सकता था।

प्रार्थी श्रमिक ने क्लेम के साथ प्रस्तुत मद सं. 15 में उन पांच श्रमिकों के नाम अंकित किये हैं जो उससे कनिष्ठ थे व जिन्हें बैंक ने स्थाई किया था। बैंक ने उक्त पांच श्रमिकों के संबंध में अपने जवाब शपथ पत्र व नाथ्य से कुछ भी नहीं बताया है। जब प्रार्थी ने माफ तौर पर उससे कनिष्ठ पांच श्रमिकों को स्थाई किये जाने का हवाला अपने शपथ पत्र में दिया था तो बैंक उसके प्रतिकार में आवश्यक अभिकथन व आलेखीय माध्यम प्रस्तुत कर सकता था परन्तु हम वास्तव पूर्ण कालिक रूपेण उदासीनता बरतने में अवधारणा बैंक के विपरीत ही कानूनन रूप में ठहरती है।

अतः वर्ष 91 से 93 के बीच 475 कार्य दिवस तक कार्य करने एवं नियुक्ति अस्थाई दैनिक वेतन भोगी चपरासी के रूप में की जाना तथा पूर्व विज्ञप्ति प्रदर्श डब्ल्यू-7 के सभी मापदंड पूर्ण करने के कारण प्रार्थी श्रमिक प्रदर्श डब्ल्यू-13 के अनुसरण में न केवल "एम्प्लेन्ड" होने का अधिकारी था अपितु प्रदर्श डब्ल्यू-14 के अनुसरण में स्थाई कर्मचारी का अनुपस्थिति/प्रवकाश पर रहने के फलस्वरूप उपलब्ध हुई रिक्ति के विरुद्ध बैंक की सेवा में बने रहने का भी अधिकारी है।

अतः बिन्दु सं. 2 प्रार्थी श्रमिक के पत्र में निर्दिष्ट किया जाता है।

बिन्दु संख्या 3 :— प्रार्थी श्रमिक को वर्ष 83 से 89 की सेवायें 16-8-89 को समाप्त हो जाना मानी जा सकती है। तत्पश्चात् 17-9-91 से उसे पुनः बैंक की सेवा में रखा गया है। चूंकि प्रार्थी की पूर्व सेवा मक्ति 16-1-89 को हो जाने एवं नयी नियुक्ति 17-9-91 को होने से दोनों के बीच का अंतराल लगभग ढाई वर्ष से भी अधिक है। अतः धारा 25 बी (1) व (2) औद्योगिक विवाद अधिनियम के अन्तर्गत सेवा की गणना हेतु 17-9-91 से 21-8-93 की अवधि ही प्रासंगिक है। दि. 17-9-91 से 21-8-93 के बीच 475 दिन की सेवा स्वयं बैंक की दस्तावेज से साबित है। दि. 1-1-92 से 11-7-92 के बीच तो प्रार्थी श्रमिक की सेवायें निरंतर ली गयी हैं तदुपरांत लगभग चार माह का गैप देकर 13-11-92 से 21-8-93 तक पुनः बीच-बीच में एक-एक, दो-दो दिन का आर्टिफिशियल ब्रेक देते हुए उसकी सेवाएं निरंतर ली गईं। दिनांक 11-7-92 से 13-11-92 के बीच के चार माह की अवधि को यदि धारा 25 बी (1) औद्योगिक विवाद अधिनियम के अन्तर्गत "इंटरप्शन" भी मान लिया जावे तब भी धारा 25 बी (2) की गणना के अनुसार 21-8-93 से 12 माह की अवधि अर्थात् 21-8-92 के बीच प्रार्थी श्रमिक 226 दिन नियमित सेवा अप्रार्थी के यहां की माननीय सर्वोच्च न्यायालय ने 1996 एन ए बी आई से 1610 भारतबंध/धर्मपाल व अन्य के मामले में अमानिधीरित किया है कि दैनिक वेतन भोगी/आकस्मिक श्रमिक को 240 दिन पूर्ण नहीं कर पाये हैं

व जिनकी छंटनी की जानी है उनके मामले में भी औद्योगिक विवाद अधि. के अन्तर्गत छंटनी की जो प्रक्रिया निर्धारित है उसकी पालना को जानी आवश्यक है। उक्त निर्णय के प्रसंगिक अंश नीचे उद्धृत किया जाता है —

“Even those who were engaged as daily wage casual labour, who could not complete 240 days but were required to be retrenched, the procedure prescribed for retrenchment under the Industrial Disputes Act should be followed a list of them in the order of seniority should be maintained. Last come first go principle should be followed. A list of them in the order of seniority should be maintained as and when vacancies arise or need for work arises they should be called for work immediately without asking them to get their names sponsored by the Employment Exchange.”

इसी प्रकार माननीय सर्वोच्च न्यायालय ने ए आई आर 1992 एस सी पृष्ठ 2130 हरियाणा राज्य बनाम विद्यारा सिंह के मामले में भी निम्नांकित आर्जजमेंशन किया है :—

“....So far as the work charged employees and casual labour are concerned, the effort must be to regularise them as far as possible and as early as possible subject to their fulfilling the qualifications, if any, prescribed for the post and subject also to availability of work. If a casual labour is continued for a fairly long spell say two or three years a prescription may arise that there is regular need for his services. In such a situation it becomes obligatory for the concerned authority to examine the feasibility of his regularisation. While doing so, the authorities ought to adopt a positive approach coupled with an empathy for the person. As has been repeatedly stressed by this court, security of tenure is necessary for an employee to give his best to the job.”

उक्त विनिर्णयों के सिद्धांतों को दृष्टिगत रखते हुए एवं मौजूदा मामले के तथ्यों का विश्लेषण करते हुए यह माना जा सकता है कि 21-8-93 के बाद प्रार्थी श्रमिक की सेवायें केवल इसी कारण समाप्त कर दी गयीं ताकि औद्योगिक विवाद अधिनियम के प्राजापक विधिक प्रावधान जो धारा 25 एफ में निहित है से बचा जा सके, अन्यथा न तो बैंक की कठिनाईयां अचानक होने की ही कोई बात विपक्षी की साक्ष्य से उभरी है व न ही तयाकथित आकस्मिक कार्य के अचानक समाप्त हो जाने का ही कोई विवरण उपलब्ध हो पाया है।

विपक्षी बैंक ने बारंबार इस बात पर जोर दिया है कि प्रार्थी श्रमिक को कोई नियुक्ति पत्र नहीं दिया गया था व न ही उसकी सेवाओं को समाप्त करने के लिए किसी नोटिस की आवश्यकता ही रहती थी। बैंक का यह भी कहना है कि श्रमिक को भुगतान वाउचर पर हस्ताक्षर लेकर कर दिया जाता था। बैंक द्वारा प्रत्येक वियस की हाजरी किस प्रकार दर्ज की जाती थी इस बाबत कोई रजिस्टर अथवा अन्य समकक्ष दस्तावेज पेश नहीं किया गया है। बैंक द्वारा भुगतान वाउचर भी पेश नहीं

किये गये हैं जबकि प्रवर्श डब्ल्यू-2 के अवलोकन से ही यह स्पष्ट हो जाता है कि दैनिक वेतन रोजाना नहीं दिया जाकर समयावधि समाप्त हो जाने पर किया जाता है तथा दैनिक मजदूरी का रोजाना के हिसाब से भुगतान न किया जाकर इसका भुगतान इका-जाई रूप से किया जाता था। ऐसी परिस्थिति में तयाकथित आकस्मिक सेवा को संविदा बैंक व श्रमिक के बीच रोजाना समाप्त हो जाना नहीं माना जा सकता। बैंक की ओर से जो यह वलील दी गयी है कि धारा 2(00) (बीबी) औद्योगिक विवाद अधि. के अन्तर्गत काट्रेक्ट की समाप्ति पर स्वतः ही सेवा समाप्त हो जाती थी, मानने योग्य नहीं है क्योंकि 1-1-92 से 4-7-92 के बीच तो निरंतर सेवायें ली गयी हैं तथा इसमें एक दिन का भी ब्रेक नहीं है। बैंक द्वारा (1997) 4 एस सी सी 391 हिमांशु विद्यार्थी/विहार राज्य प्रस्तुत किया गया है मौजूदा मामले के तथ्य हिमांशु विद्यार्थी के मामले से भिन्न हैं, माननीय राज. उच्च न्यायालय ने भी 1998(1) डब्ल्यू एल एन पृष्ठ 118 सुखपाल सिंह/राज. राज्य व अन्य पैरा 14 के हिमांशु विद्यार्थी के मामले के संबंध में बताया है कि विद्यार्थी का केस उच्च न्यायालय के समक्ष अनुच्छेद 226 के अन्तर्गत प्रस्तुत किया गया था एवं इसके अन्तर्गत सेवा मुक्ति मन मानी बसायी गयी थी मौजूदा मामले के तथ्यों पर भी हिमांशु विद्यार्थी का विनिश्चय लागू नहीं माना जा सकता है।

विवेचन से यह निर्धारित किया जा सकता है कि 22-8-93 को प्रार्थी श्रमिक को मौखिक सेवा मुक्ति छंटनी की तारीख में आती है तथा चूंकि औद्योगिक विवाद अधि. में निहित छंटनी की प्रक्रिया नहीं अपनायी गयी है अतः प्रार्थी श्रमिक की सेवा मुक्ति अवैध है। इस प्रकार बिंदु सं. 3 प्रार्थी के पक्ष में अभिनिर्धारित किया जाता है।

अनुतोष :— (1) प्रार्थी श्रमिक को मौखिक सेवा मुक्ति दि. 22-8-93 से जो की गयी है वह औद्योगिक विवाद अधि. के अन्तर्गत छंटनी की प्रक्रिया की पालना न करने के कारण अवैध घोषित की जाती है एवं प्रार्थी श्रमिक दैनिक वेतन भोगी अस्थाई चपरासी के रूप में 22-8-93 से ही री-इंस्टेट किया जाता है। बैंक उक्त श्रमिक की छंटनी औद्योगिक विवाद अधि. के प्रावधानों की पूर्णतया पालना करते हुए पुनः करने के लिए स्वतंत्र होगा। परन्तु ऐसी छंटनी करने से पूर्व बैंक की विज्ञप्ति दि. 14-8-91 (प्रवर्श डब्ल्यू-7 एवं परिपत्र दि. 3-6-96) (प्रवर्श डब्ल्यू-13) व गोपनीय पत्र 8-7-96 (प्रदर्श डब्ल्यू-14) को मददे नजर रखते हुए एवं चूंकि प्रार्थी श्रमिक द्वारा 17-9-91 से 21-8-93 के बीच 475 दिन बैंक की सेवा की गयी है व अन्य मापदंडों की भी वह पूर्ति करता है अतः ऐसे दैनिक वेतन भोगी पूर्ण कालिक चपरासी के संबंध में जो वरिष्ठता सूची बैंक द्वारा तैयार की गयी हो उसमें प्रार्थी का यथोचित स्थान निर्धारित करते हुए एवं यह देख लेने के बाद ही की प्रार्थी वरिष्ठता सूची में जिस स्थान पर आता है उससे कनिष्ठ किसी व्यक्ति को अस्थाई दैनिक वेतन भोगी पूर्ण कालिक पिओन पर नियुक्ति नहीं दी गयी है, तभी उक्तानुसार छंटनी की कार्यवाही कर सकता है, अन्यथा नहीं।

यदि वरिष्ठता सूची में प्रार्थी से कमिष्ठ किसी पिछले को नियुक्ति दी गयी है तो प्रार्थी को भी 22-8-93 से ही दैनिक वेतन भोगी पूर्ण कालिक पिछले के पद पर री-स्टेट करते हुए इसी रूप में उसकी सेवाएँ जारी रखी जावेंगी तथा वह दैनिक वेतन की मजदूरी व अन्य परिणाम प्राप्त करने का अधिकारी होगा।

(2) यदि वरिष्ठता सूची में प्रार्थी से कमिष्ठ किसी व्यक्ति को स्थाई रूप से बैक में सेवा प्रदान कर दी है तो प्रार्थी को भी इसी तारीख से जिन तारीख को उसने वरिष्ठ व्यक्तियों को स्थाई किया गया है, बैक द्वारा स्थाई सेवा में नियुक्ति किया जाना आवश्यक होगा उस तारीख से प्रार्थी स्थाई वेतन शृंखला के अंतर्गत न्यूनतम वेतन, भत्ते व परिणाम प्राप्त करने का अधिकारी होगा।

(3) बैंक द्वारा यदि प्रार्थी से किसी कमिष्ठ व्यक्ति को अस्थायी दैनिक वेतन भोगी पूर्ण कालिक पिछले के रूप में अथवा अस्थायी वेतन शृंखला के निम्न नियुक्त नहीं किया गया है तो प्रार्थी श्रमिक छंटनी के बावजूद या नये सिरे से की गयी छंटनी की कार्यवाही के बावजूद वरिष्ठता सूची में अपना स्थान बरकरार रख सकता तथा भविष्य में तो कभी भी बैंक को समक्ष ऐसी स्थिति उपलब्ध हो, उसे नियुक्त होने का अधिकार प्राप्त होगा ऐसी नियुक्ति के समय अन्य आवश्यक लागू संपत्ति आयोग परन्तु अधिकतम उम्र की शर्त लागू नहीं होगी।

(4) उपयुक्त निर्दिष्ट अनुवर्ष प्रदान किये जाने की स्थिति में बैंक "लास्ट काम-फर्स्ट गो" सिद्धांत को मद्दे नजर रखते हुए कार्यवाही करेगी।

(5) बाव व्यय के 500/- रु. भी प्रार्थी प्रार्थी बैंक से प्राप्त करने का अधिकारी होगा।

राजेंद्र सिंह राठोड़, न्यायाधीश

नई दिल्ली, 19 नवम्बर, 2001

का. धा. 3321.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार बैंक ऑफ बरोदा के प्रबंधकों के संबंध निरीक्षकों और उनके कर्मचारियों के बीच, अन्तर्गत में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण केन्द्रों के पंचाद को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-11-2001 को प्राप्त हुआ था।

[सं. एन-12012/45/95-आई.आर. (बी-II)]

जी. संगाधरन, अवर सचिव

New Delhi, the 19th November, 2001

S.O. 3321.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Chennai as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Bank of Baroda and their workman, which was received by the Central Government on 13-11-2001.

[No. L-12012/45/95-IR(B-II)]  
C. SANGADHARAN, Under Secy.

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Thursday, the 20th September, 2001

PRESENT :

K. Karthikeyan, Presiding Officer.

INDUSTRIAL DISPUTE NO. 392/2001

(Tamil Nadu State Industrial Tribunal I.D. No. 54/95)

In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 19 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workmen Sri P. Munugesan and the Management of Bank of Baroda, Madras.)

BETWEEN

The General Secretary,  
Bank of Baroda Employees Union,  
Madras. : I Party/Claimant.

AND

The Deputy Manager,  
Bank of Baroda, Madras. : II Party/Management.

APPEARANCE :

For the Claimant : M/s. Row and Reddy, Advocates.

For the Management : M/s. K. S. V. Prasad and S. Gunaseelan, Advocates

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned Industrial Dispute for adjudication vide Order No. L-12012/45/95-IR(B-II) dated 25-8-1995.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, where it was taken on file as I.D. No 54/95. When the matter was pending enquiry in that Tribunal, the Govt. of India, Ministry of Labour was pleased to order transfer of this case from that Tribunal to this Tribunal for adjudication. On receipt of records from that Tribunal, the case has been taken on file as I.D. No 392/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 20-2-2001. On receipt of notice from this Tribunal, the counsel on either side present with their respective parties and prosecuted this case further.

When the matter came up before me for final hearing on 27-8-2001, upon perusing the Claim Statement, Counter Statement, the other material papers on record, upon perusing the documentary evidence let in on either side, upon hearing the arguments advanced by the learned counsel for the II Party/Management and this matter having stood over till this date for consideration, this Tribunal has passed the following :—

## AWARD

The Industrial Dispute referred to in the above order of reference by the Central Government for adjudication by this Tribunal is as follows :—

"Whether the action of the Management of Bank of Baroda, Madras in dismissing Sri P. Munugesan, Shroff-cum-Clerk from service w.e.f. 4-11-1989 is legal and justified? If not, what relief is the said workman entitled to?"

2. The averments in the Claim Statement of the I Party/Claimant are briefly as follows :—

The General Secretary, Bank of Baroda Employees Union (hereinafter refers to as Petitioner) as Party/Claimant has filed the Claim Statement. The Bank of Baroda Employees Union has raised this industrial dispute regarding the case of the workman Sri P. Munugesan alleging the action of the II Party/Bank of Baroda Management (hereinafter refers to as Respondent) dismissing the concerned workman from



services with effect from 4-11-1989 as illegal and unjustified. The concerned workman Sri P. Murugesan joined Respondent(Bank services as Shroff-cum-Clerk on 26-9-1983 at Selakarichal Branch. On application, he was assigned the duties of Head Cashier Category 'C' at Karadivavi Branch from 17-8-1987. The concerned workman was dismissed from the alleged charge of misappropriation of Rs. 6760. Mr. V. V. Venkataramani attached to Zonal Inspection Centre, Madras went to Karadivavi branch of the Respondent(Bank for inspection before the start of business for the day on 20-7-1988. On verification of cash, it was noticed that there was short go in various denominations, in all amounting to a total of Rs. 6760. A confession letter was forcibly obtained from the concerned workman Sri P. Murugesan and he was placed under suspension from 23-7-88 pending enquiry. The charge sheet dated 26-10-1988 was issued to the concerned workman alleging six charges. Charge Nos. 2, 3 and 6 though relate to one incident are categorised under different clauses amounting to both major and minor misconduct. Charge No. 4 is of general nature. In the charge sheet itself, the Enquiry Officer was appointed and the concerned workman was directed to give his explanation to the Enquiry Officer. The enquiry was held on various dates between 24-11-1988 to 9-3-89. On behalf of the Respondent bank two witnesses, M. V. V. Venkataramani, inspecting officer and Mr. Rajendran, Branch Manager were examined and five exhibits were marked. On behalf of the concerned workman six exhibits were marked and no witness was examined. Both the Respondent(Bank the Petitioner, and the concerned workman gave their respective written submissions on 26-3-1989 and 30-3-1989. On 21-8-1989, the second show cause notice was issued proposing a punishment of dismissal without notice for charges proposed Nos. 1 to 4 and punishment of stoppage of one increment for a period of six months with cumulative effect for the charge Nos. 5 and 6. The concerned workman by his letter dated 27-8-1989 requested for furnishing the findings of the Enquiry Officer to him. A personal hearing was given on 16-10-1989. The concerned workman gave his written explanation. He explained that what he accepted was only shortage and not misappropriation and that as he felt responsible for the cash shortage as a joint custodian, he made good the amount on the very same day i.e. on 20-7-1988. However, without considering any of his submissions, final order was passed on 4-11-1989. The Petitioner preferred an appeal on 19-12-1989 and the same was dismissed on 17-2-1990. The Union raised a dispute on 23-3-1991 before the Assistant Labour Commissioner (Central). On advice given by the Assistant Labour Commissioner (Central), the Petitioner submitted a mercy petition to Chairman and Managing Director, though there is no provision in the Bipartite Settlement. As there was no reply even after a period of one year, the Petitioner Union on 8-4-1993 once again approached the Assistant Labour Commissioner (Central) requesting to initiate conciliation. Thereafter, the conciliation ended in failure and hence, this reference. The alleged confession letter was obtained by coercion. The concerned workman Sri P. Murugesan admitted only the shortage and not misappropriation and as a joint custodian, he took up the responsibility to make good the amount. The Branch Manager has categorically deplored in the enquiry that on 19-7-1988 at the closing time there was no shortage. While that being the case and the Branch Manager being the joint custodian, it is unfair and discriminatory to fix the liability on Sri P. Murugesan alone. No action was taken against the Branch Manager. Not even a memo was issued to him. The Enquiry Officer is biased and his findings are illegal and perverse as they are contrary to the evidence on record. Though there is no evidence worth mention to show that the concerned workman Sri P. Murugesan had initialled in the second column in the denomination slips, the action of the Enquiry Officer in holding that the concerned workman had been putting his initial in the 2nd. column shows his biased attitude. The concerned workman Sri P. Murugesan has been made victim of the circumstances. Sri P. Murugesan comes from a poor family and he belongs to Scheduled Caste community. He is the sole bread winner of the family. His joint custodian, the Branch Manager himself has vouched for his good conduct and work. Hence, it is urged that this Hon'ble Tribunal for its interference under Section 11A of the Industrial Disputes Act, 1947 as the punishment is shockingly disproportionate to the gravity of the misconduct. In many other instances, where the amount is more, the Respondent(Bank has taken a lenient view and has imposed a

lesser punishment. The action of the Respondent(Management in imposing punishment of dismissal in the case of Sri P. Murugesan alone is highly arbitrary and discriminatory. Hence, it is prayed that his Hon'ble Tribunal may be pleased to set aside the dismissal order dated 4-11-89 and direct the Respondent(Bank to reinstate the concerned workman Sri P. Murugesan with full back wages and continuity of service.

3. The averments in the Counter Statement of the II Party( Bank of Baroda Management are briefly as follows :—

During the entire inspection on 20-7-1988 by Mr. V. V. Venkataramani, the Zonal Inspecting Authority, the concerned workman Sri P. Murugesan, Head Cashier was in the cabin and he was in the custody of cash. This shortage was found in various denominations. On farther inspection, it was found that Mr. P. Murugesan had put his signature initial in the 2nd signatory column of the denomination slips of cash sections in which shortages were found, to give a false impression of those cash sections having been verified/counter checked. Generally the cash is kept in bundles comprising of sections of different denominations of Rs. 100 notes, Rs. 50 notes, Rs. 20 notes etc. Each section will have 100 notes and ten sections will make one bundle. Each section will have 100 notes of denominations of either Rs 50 or Rs. 100 with a slip on top of them called as denomination slip to be filled in the, by the Head Cashier with his signature. The number of notes in each section will have to be verified/checked by another person generally a second cashier, he has to initial in space meant for the 2nd signatory and in the absence of a second cashier in a branch any other official will verify and initial in the space meant for the 2nd signatory. Generally after counting of notes in sections and the filling up and signing of the denomination slip, the number of notes in the section is not checked and the sections as well as bundles as such are counted to arrive at the cash position. Generally those sections which will have no denomination slips will be checked by the 2nd signatory and initialled by him. Though the Branch Manager is supposed to be the joint custodian, it is always the Head Cashier who would count the notes, put a denomination slip over the notes and staple them together. Most of the time, the sections and bundles of cash will be in his custody and he would have considerable chance to take out notes and re-staple the sections and tie up bundles, especially during the time when the Manager goes out on work. Mr. V. V. Venkataramani found that some notes having been removed from sections with their denomination slips showing more notes than what the sections contained with the column meant for second signatory having been initialled not by the officer concerned but by the concerned workman Sri P. Murugesan himself. It was clear that Sri P. Murugesan himself had removed the notes from sections and initialled in the 2nd column also of the said sections. In all probability the said delinquent had indulged in the pilferage of cash on various dates. It was clear that the cash shortage was not due to any excess payment or short receipt of cash. In such cases, entries should have been made in the cash discrepancy register. There was no such entry. Moreover, the shortage was observed in sections of various denominations with denomination slips bearing different dates. When all these points were checked by the said Sri V. V. Venkataramani, the delinquent employee Sri P. Murugesan having realised the futility of his attempt of pretended innocence admitted his delinquency and voluntarily, out of his own free consent, without any compulsion or coercion gave a letter dated 20-7-88 admitting confessing his delinquency and further stating that he was responsible for the shortage. It is a case of misappropriation of bank's money with mala fide intention. Thus confessing his delinquency, the said P. Murugesan also made good the deficiency of the sum of Rs. 6760 on the same day i.e. 20-7-1988. He was placed under suspension pending enquiry by order dated 22-7-88. In view of his letter of confession and payment of deficit cash, he was not issued a show cause notice and was issued a charge sheet straightway. All this is in accordance with the provision of Bipartite Settlement 1966. To give further opportunity, he was asked to give his statement, if any, in defence to the charge sheet to the Enquiry Officer and also was permitted to be defended by a representative. The joint custodian was not considered to be liable because the shortage was found only in cashier's till there was an unqualified submission of delinquency by

Sri P. Murugesan and he made good the shortage. Mr. V. Vishweswar, the then Manager, Coonoor branch was appointed as the Enquiry Officer. A regular departmental enquiry was conducted by the Enquiry Officer giving reasonable opportunity to the delinquent employee to defend himself. The Enquiry Officer in his report held that all the charges levelled against the concerned workman Sri P. Murugesan were true and proved. The Disciplinary Authority accepted the findings of the Enquiry Officer, held that the concerned workman Sri P. Murugesan guilty of all the charges by his letter dated 21-8-89 indicating there in the nature proposed punishment. A personal hearing was also given on 16-10-89. On that day the concerned workman stated that he did not take the money and submitted a letter/written arguments. After careful consideration of all aspects, the Disciplinary Authority by his order dated 4-11-89 imposed the punishment of dismissal without notice. The order was served on the concerned workman Sri P. Murugesan on 17-11-89. The concerned workman preferred an appeal through his letter dated 19-12-89. The Appellate Authority gave him a hearing on 13-1-90 and after careful consideration of all the matters dismissed the appeal upholding the order passed by the Disciplinary Authority. The Petitioner Union had raised an industrial dispute before the Assistant Labour Commissioner (Central), Madras. During the conciliation proceedings on 9-8-91, the Petitioner requested the Assistant Labour Commissioner (Central) to close the matter as they were not interested in pursuing it. Much later, the Assistant Labour Commissioner (Central) by his letter dated 16-9-93 advised the Respondent regarding conciliation proceedings on 29-9-93. The Respondent filed a reply dated 20-10-93. Subsequently, the Ministry of Labour, Government of India had made this reference for adjudication by this Tribunal. The delinquent was provided with a copy of the report of the Enquiry Officer and only thereafter, the hearing for proposed punishment was given by the Disciplinary Authority. His letter of confession was not obtained by coercion. The shortage due to misappropriation was established during the domestic enquiry. The delinquent is not held to be guilty merely by a reason of his having made good the shortage amount. The delinquent's financial position or caste has nothing to do with the delinquency or the proportion of the punishment given. The punishment given is appropriate for the delinquency/crime committed. For lack of confidence on the concerned workman, he cannot be reinstated. In case, this Hon'ble Tribunal comes to the conclusion that the enquiry was vitiated for one reason or the other, the Respondent may be permitted to prove the guilt of the concerned workman before this Tribunal. Hence, it is prayed that an award may be passed dismissing this dispute.

4. When the matter was pending dispute on the file of Tamil Nadu State Industrial Tribunal as I.D. No. 54/95 documents on the side of the Petitioner were marked as Exhibits W1 to W15. Subsequently under the orders of the Central Government Ministry of Labour this industrial dispute has been transferred from the file of Tamil Nadu State Industrial Tribunal to the file of this Tribunal for adjudication. On administrative grounds after the case has been taken up for enquiry, here in this Tribunal documents on the side of the II Party/Management were marked by consent as Ex. M1 to M4. After the arguments have been advanced by the learned counsel for the II Party/Management and no argument has been advanced by the learned counsel for the I Party/Claimant, the matter has been posted for orders on 20-9-2001 this day.

5. The Point for my consideration is :—

"Whether the action of the Management of Bank of Baroda, Madras in dismissing Shri P. Murugesan, Shroff-cum-Clerk from service w.e.f. 4-11-89 is legal and justified? If not, what relief is the said workman entitled to?"

Point :

It is not disputed that the concerned workman Sri P. Murugesan was working as Head Cashier category "C" of the Respondent/Bank branch of Karadivavi, since the opening of the branch from 17-8-87. It is also not disputed on 20-7-1988 the Manager (Inspection) of Zonal Inspection Centre, Madras of the Respondent/Bank inspected the Karadivavi branch of the bank and verified the opening cash balance of the day i.e. the closing cash balance of the previous

day i.e. as on 19-7-88 and at that time of such cash verification, it was noticed that a sum of Rs. 6,760 was found short and the shortage was immediately brought to the notice of the concerned workman. It is alleged on the side of the Management that the concerned workman, the then Chief Cashier of the branch Mr. P. Murugesan has admitted his responsibility for shortage in the cash department and has adjusted the amount on the same day and he has also given a letter admitting that he has utilised the money on various dates since October, 1987. The xerox copy of the letter given by the concerned workman Sri P. Murugesan on 20-7-88 to the Branch Manager, Bank of Baroda, Karadivavi has been filed along with the enquiry report (Xerox copy) as page No. 80. In that, the concerned workman has stated as follows :—

"For the time of verification of cash an amount of Rs. 6760 under the following denominations was found shortage (not in joint reserve).

I admit that I have taken the amount from various denominations, since October, 1987 onwards and also occasionally adjusting the same. I completely own the responsibility for the cash shortage and also adjust the same today.

Ex. W1 is the xerox copy of the letter dated 20-7-88 from Sri V. V. Venkataramani, Manager (Inspection) to the Deputy General Manager, regarding cash shortage, wherein he has stated about the Chief Cashier, Mr. P. Murugesan admitting his responsibility for the shortage in the cash department and adjusted the same on the same date and about his submitting a letter of admission on the same day. Ex. M1 is the xerox copy of the enquiry report with deposition and exhibits. Two witnesses on the side of the Management were examined. In the enquiry, the Manager, who had inspected the Karadivavi branch on 20-7-1988 has deposed as MW1 about his inspection and the detection of the shortage of cash to the tune of Rs. 6760. In his evidence, he has stated that and the Cashier P. Murugesan was asked the reason for shortage, though he hesitated initially, informed MW1 that he has utilised the money on various occasions since October, 1987. For his confession, the concerned workman gave a statement also and collected the same and sent it to the higher authorities and on that evening, Mr. P. Murugesan told him that he has adjusted the amount. He was cross examined by the defence representative on behalf of the charge sheeted employee Mr. P. Murugesan in the domestic enquiry. In the cross examination also MW1 has deposed that the concerned workman Sri P. Murugesan gave the confession in writing as per his request. It was not suggested to MW1 during cross examination by the defence representative in the domestic enquiry that the said confession statement was obtained by him from the concerned workman Sri P. Murugesan under threat and coercion and the said statement was not given by him voluntarily. Only in the Claim Statement, the Petitioner Union has stated that the alleged confession letter was obtained by coercion. It is further alleged in the Claim Statement that what P. Murugesan admitted was only shortage and not misappropriation and as a joint custodian, he took up the responsibility to make good the amount. He has not been put to as a suggestion to MW1 when he was cross examined by the defence representative on behalf of the charge sheeted employee, the concerned workman Sri P. Murugesan. Further, to establish his stand, no one has been examined as a witness including himself in the domestic enquiry to prove that the concerned letter dated 20-7-88 given by the concerned workman Sri P. Murugesan was obtained by the Manager (Inspection) MW1 under threat and coercion. The perusal of the entire enquiry proceedings under Ex. M1 and W3 to W5, clearly show that the delinquent employee, the concerned workman Sri P. Murugesan was given sufficient opportunity to put forth his defence effectively in the domestic enquiry against the charges levelled against him and he was ably assisted by the defence representative in the domestic enquiry and both the witnesses on the side of the management as MW1 and MW2 have been cross examined in detail and it is seen nothing worth of credit has been elicited in the cross examination of the management witness by the defence representative to discredit their evidence in chief.

6. Even at the outset, it is available on record as materials facts to come to the conclusion that the delinquent employee, the concerned workman Sri P. Murugesan had admitted his guilt on the very same day of inspection on 20-7-1988 about the shortage of cash to the tune of Rs. 6,750. However, with

a view to give P. Murugesan a reasonable opportunity the Respondent/Bank Management have conducted an enquiry in respect of the charge sheet dated 25-10-88 issued to the delinquent employee Sri P. Murugesan. A xerox copy of the said charge sheet dated 25-10-88 has been marked as Ex. M1 in the domestic enquiry. It forms part of Ex. M1 enquiry report. From the perusal of the exhibits marked on either side in respect of enquiry proceedings and enquiry report Ex. W3 to W7 and M1, it is seen that there was no illegality in the conduct of the domestic enquiry that can vitiate the entire domestic enquiry proceedings. On the other hand, it is evident from these documents that the II Party/Management has conducted the domestic enquiry in a fair and proper manner giving enough opportunity to the delinquent employee Sri P. Murugesan to put forth his defence effectively and there was no violation of any principles of natural justice. From the available records as enquiry proceedings and enquiry report, it is seen that after assessing the entire evidence let in before him the Enquiry Officer has given a finding under Ex. W7 that the charges levelled against the delinquent employee Sri P. Murugesan has been proved. It is also seen from those records that the Enquiry Officer has come to the conclusion on the basis of the sufficient legal evidence placed before him both oral and documentary to come to a proper conclusion that the delinquent employee is guilty of the charges levelled against him. Hence, it cannot be said that the findings of the Enquiry Officer is perverse and he was biased in giving his findings and he has not followed the principles of natural justice. From the available facts and records, it is seen that delinquent employee, the concerned workman Sri P. Murugesan was caught red handed with shortage of cash to the tune of Rs. 6760 at 10.00 am on 20-7-88 by the Manager (Inspection) who verified the cash of the Bank branch at Karadivavi. Further, there is evidence to show that the delinquent himself gave a letter on the same day to the Branch Manager of the Bank confessing him guilt. In addition to that, he also made good the deficiency on the same evening and had informed the same to the Manager (Inspection) on the same day, which he has mentioned in his letter to the superior official under Ex. W1. In a case reported as AIR 1969 SC 266 Central Bank of India Ltd. Vs. Karunamoy Banerjee, the Hon'ble Supreme Court has held that "in the conduct of the domestic enquiry against the workman, if the workman admits his guilt to insist upon the Management let in evidence about the allegations, will in our opinion, only be an empty formality". It was held in that case "that there has been no violation of the rules of natural justice".

7. It is seen from the documents filed on either side as exhibits that at every stage of the enquiry, the delinquent employee, the concerned workman herein was given sufficient opportunity to put forth his representation first before the Disciplinary Authority and next before the Appellate Authority. After considering properly the representation made by the delinquent employee through his defence representative, both the Disciplinary Authority as well as the Appellate Authority have come to the proper conclusion that after applying their mind and had issued necessary orders under Ex. W8 and W10 respectively. The reference made on behalf of the Petitioner through Ex. W11 to W15 in respect of another employee of the bank Mr. Manoharan and P. Rajagopalan, another employee of the bank have not been proved by the Petitioner Union to accept the same to say that they have some bearing over the present case.

8. It is the contention of the Petitioner Union that the punishment is shockingly disproportionate to the gravity of the misconduct and in many other instances where the amount is more, the Respondent/Bank has taken a lenient view and has imposed lesser punishment in the case of Cashiers like S/Sri Manoharan, Rajagopalan and Mohanaraj and the action of imposing punishment of dismissal in the case of P. Murugesan, the concerned workman alone is highly arbitrary and discriminatory. As stated earlier, other instances quoted by the Petitioner Union in the Claim Statement have not all been proved in this case. Further from the available records and evidence, it is seen that the punishment imposed for the proved major misconduct of the delinquent employee, as per the provisions of the clauses in the B-partite Settlement. Hence, the punishment is not disproportionate to the delinquency or the gravity of the misconduct. It cannot be said that it is highly arbitrary or discriminatory. The Hon'ble Supreme Court has held in many cases that "misappropriation of the bank funds irrespective of the amounts involved and even if no loss is suffered by the bank is a gross misconduct punishable

with major punishment." In a case reported as 1996 LAB IC 1056 Municipal Committee, Bhadurgarh Vs. Krishnan Behari, it is held that "in a case of involving corruption, there cannot be any other punishment that dismissal. Any sympathy shown in such cases is totally uncalled for and opposed to public interest. The amount misappropriated may be small or large, it is an act of misappropriation is relevant."

9. It is contended by the Petitioner Union that the concerned workman has put in an unblemished record of five years of service and the Branch Manager himself has vouched for his good conduct and work and hence, the Tribunal is prayed for his interference under section 11A of the Industrial Disputes Act, 1947 as a punishment is shockingly disproportionate to the gravity of the misconduct. There is no evidence to show that the Branch Manager himself has vouched for his good conduct and work. On the other hand, it is held in a case reported as 1980 1 LLJ 425 by the Hon'ble High Court of Madras that "the length of service of the workman is not relevant in the imposition of punishment for the proved misconduct. If a worker has put a longer service, it cannot be taken to be licensee to commit misconduct. Leniency in the matter of punishment can only depend on the nature of misconduct and not on the question whether the workman is married or not, whether he has put in a particular period of service. Applying this decision of the Hon'ble High Court of Madras to this case, it is seen that the alleged unblemished record of five years service of the concerned workman will not of any use to consider his prayer for this Tribunal to interfere with the imposed punishment under Section 11A of Industrial Disputes Act, 1947.

10. It is held by the Hon'ble High Court of Madras in a case reported as 1991 LAB IC 244, Airlanka Ltd. Madras Vs. George William Nathan that "where the employer loses confidence on employees who is discharging an office of trust and confidence there is no justification for directing his reinstatement." Here, in this case the concerned workman Sri P. Murugesan has committed the grave misconduct of misappropriation of bank funds to the tune of Rs. 6760 and the charge levelled against him for the misconduct has been proved in the domestic enquiry as per the findings of the Enquiry Officer, the Respondent/Management cannot repose confidence in him and for this reason of lack of confidence the delinquent cannot be and should not be reinstated in service. This stand taken by the II Party/Management in this case is in par with the decision taken by the Hon'ble High Court of Madras in the above decided case. Under such circumstances, it can be concluded that the action of the Management of Bank of Baroda, Madras in dismissing Sri P. Murugesan, Shroff-cum-Clerk from service w.e.f. 04-11-1989 is legal and justified. Hence, the concerned workman is not entitled to any relief. Thus, the point is answered accordingly.

11. In the result, an Award is passed holding that the action of the management of Bank of Baroda, Madras in dismissing Sri P. Murugesan Shroff-cum-Clerk from service w.e.f. 04-11-1989 is legal and justified. Hence, the demand for the relief made by Petitioner Union in this case cannot be granted. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 20th September, 2001.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :

On either side : None

DOCUMENTS MARKED :

For the I Party/Claimant :

Ex. No. Date Description

W1 20-07-88 Xerox copy of the letter from Manager (Inspection) to the Deputy General Manager regarding cash shortage.

W2 25-10-88 Xerox copy of the letter from the Regional Manager and Disciplinary Authority to the Petitioner.

W3 20-01-89 Xerox copy of the enquiry proceedings.

W4 20-02-89 Xerox copy of the enquiry proceedings.

W6 26-03-89 Xerox copy of the written submissions submitted by the Presenting Officer.

W7 Nil Xerox copy of the findings of the Enquiry Officer.

W3 21-08-89 Xerox copy of the final order of the  
Disciplinary Authority.

W9 04-11-89 Xerox copy of the final order of the  
Disciplinary Authority.

W10 17-02-20 Xerox copy of the order of Appellate Authority.

W11 18-09-90 Xerox copy of the report issued to M. Manchavan by Bank of Baroda.

W12 25-07-91 Xerox copy of the order issued by the  
Disciplinary Authority to Sri M. Manoharan.

W13 06-06-92 Marx copy of the report issued by the  
Disciplinary Authority to Sri P. Rajagopalan.

W14 06-06-92 Xerox copy of the list showing the allegations in the charge sheet.

W15 01-03-96 Veron copy of the order issued by the  
Appellate Authority.

For the E Party/Management:

Ex. No.	Date	Description
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M1 N1 Xerox copy of the enquiry report with deposition and exhibits.

M2 19/20-10-63 Xerox copy of the Counter filed by the Management before Assistant Labour Commissioner (Central).

M3 20-12-93 Xerox copy of the rejoinder filed by the Union before Assistant Labour Commissioner (Central).

M4 25-01-84 Xerox copy of the reply of Management to the Union's rejoinder before Assistant Labour Commissioner (Central), Chennai.

१३ दिनांक १९ मार्च २००१

का.जा. 3322.—जीवोत्पत्ति विभाग, जलविभाग, 1947  
(1947 का. 14) की धारा 17 के अनुसार कि, विभाग  
सरकार द्वारा प्रत्यक्ष या के माध्यम से केवल निम्नलिखित कि, जल  
उत्पत्ति कार्यों के लिए, प्रत्यक्ष या के माध्यम से निम्नलिखित विभाग  
में निम्नलिखित सरकार जीवोत्पत्ति विभाग, सरकार के विभाग  
की प्रशासनिक प्रणाली कि, कि निम्नलिखित सरकार की 5-11-2041  
की प्रणाली द्वारा कि ।

सं. एन-12011/173/2000 अ.ई.अ.र. (बी-ए)

श्री. श्रीगुरुभ्यो नमः

New Delhi, the 19th November, 2001.

S.O. 3322.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Andhra Pradesh shown in the schedule in the Industrial Dispute between the employers in relation to the management of Allahabad Bank and Allahabad Bank, which was received by the Central Government on 2-11-1951.

[No. L-12011/173/2993-IR(B-JU)]  
C. GANGADHARAN, Under Secy.

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

Presiding Officer : Rudresh Kumar.

## ADJUDICATION

I.D. NO. 169'2000

Ref. No. PL-12011/173/2000/IR(E-II) dated 31-10-2000

## BETWEEN

General Secretary,  
C/o Radhey Michrotra  
Narain Bhawan  
Dhawan Road  
Unnao (U.P.).

AND

The Regional Manager,  
Allahabad Bank,  
Regional Office, Hazratganj  
Lucknow (U.P.) 226018.

## AWARD

By order No. L-12011/173/2690/R (E-II) dated 30-10-2000, the Central Government in the Ministry of Labour, in exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 LD. Act, 1947 (14 of 1947) referred over this industrial dispute between General Secretary C/o Reddy Mohrotra, Unnao and the Regional Manager, Allahabad, Lucknow for adjudication.

The reference is produced as under :

"Whether the action of the Management of Allahabad Bank in imposing a punishment of withdrawal of Special Allowance upon Radhey Mohan Mehrotra, Special Assistant, Unnau Branch, was legal and justified? If not, to what relief the workman is entitled to?"

2. The workman, Rakhoy Mohan Mehrotra was posted as Special Assistant at Allahabad Bank, Unnao branch at the relevant time. He was served with a charge sheet No. RO/L/VIG/206 Dated 30-4-1974 by the Regional Manager/Disciplinary Authority, Lucknow. The said charge sheet preceded by a demand for investigation conducted by R.K. Rawat of the Vigilance Branch. The charge sheet contained six article of charges. R.K. Shu, an officer of the bank, was appointed as Enquiry Officer. A.K. Dutt was deputed as Presenting Officer to assist in the enquiry.

3. During the course of enquiry the management examined three witnesses namely MW-1 Anish Kumar, MW-2 R.N. Kulkarni and MW-3 R.K. Rawat. Documentary evidence, with a view to prove charge, numbered ME-1 to ME-56, was also filed. The workman also examined one defence witness DW-1 Ravi Shanker Awasthi and relied on documents DE-1 to DE-11. The enquiry proceeded before the parties. The workman was assisted by his defence representative. On 14.12.2009,

4. The Faculty Officer, on considering evidence tendered by the parties and also on perusal of records found charges 1 and 5 proved and charge 2 partly proved. He did not find substantial evidence to prove charges 3, 4 and 6. This domestic enquiry commenced on 28-3-95 and lasted more than two years till 12-5-1997.

5. On receipt of the enquiry report, it appears that the Regional Manager/Disciplinary Authority, Lucknow issued a show cause notice No. ROL/DRST/1000/11/1997 to the workman regarding punishment of withdrawal of Special Allowance under clause 21 (1c) of the Sixth Payable Settlement dated 14-2-1995. Together with the notice, a copy of the findings of the Enquiry Officer, was also enclosed. The workman was also granted personal hearing. The Disciplinary Authority after hearing the workman, passed penalty order in shape of withdrawal of Special Allowance as provided in the show cause notice. On being aggrieved, the workman submitted a appeal before Asstt. General Manager/Appellate Authority, Lucknow who found himself

in agreement with penalty order and rejected the appeal vide his order No. CZO/VIG/Appell/423 dated 30-6-1999.

6. The workman on getting no relief from the management of the bank, raised this Industrial Dispute which was referred to this Tribunal for adjudication.

7. Main pleas raised on behalf of the workman are that the rule of natural justice was given go by during the enquiry; that the Enquiry Officer did not provide investigation report prepared by MW-3 to enable the workman to cross examine the witnesses effectively; that Enquiry Officer wrongly conducted himself in inspecting the documents behind the back of the workman; that this findings relating to charge 1 are perverse; that the findings on charge 2, 4, 5, suffers with perversity in holding the charge partly proved; and likewise the findings on charge 5 are totally unfounded. It has also been pleaded by the workman that the withdrawal of 'Special Allowance' is not time bound to indicate as how long the punishment would be effective, and, is thus illegal.

8. The management contested allegations and justified findings of the Enquiry Officer. It contended that the enquiry was conducted in accordance with rule of natural justice and approved procedures. Through out the enquiry, the workman was given liberty to go through the documents for examination the witness and take notice of the proceedings. The workman was represented by representative of his own choice. No prejudices occasioned to the workman and the punishment is commensurate with the allegations.

9. Two preliminary issues as follow, were framed by this Tribunal by order dated 28-8-2001.

(i) Whether the domestic enquiry culminating into punishment to the workman R.M. Mehrotra, in shape of withdrawal of special allowance was fair and proper?; and

(ii) Whether the findings of the Enquiry Officer suffer with vice of perversity?

Both the parties made their submissions and filed written arguments. The workman has since been superannuated, hence restoration of special allowance is not permissible, however, if he succeeds, he may get pecuniary benefits.

10. Before scrutinizing submissions of the parties, it has to be born in mind that the workman has not stated a word against the Enquiry Officer that he failed to act independently and conducted himself, during the course of enquiry, in a biased manner. Also during submissions, the parties did not convey lack of proper opportunities to them or to examine or cross-examination of the witnesses. However, the workman has raised his grievance about non-supply of the investigation report, prepared by MW-3, R.K. Rawat, causing prejudice, in effective cross examination of MW-3. This issue would be discussed a bit later.

11. During the domestic enquiry proceedings, the workman, on 9-5-1997, claimed copy of the investigation report prepared by R.K. Rawat, MW-3. This demand finds reference at page 49 of the enquiry report. The Enquiry Officer ordered the Presenting Officer to provide a copy of this report and this order also finds reference in the proceedings at page 51. Immediately thereafter, the Presenting Officer stated that the desired document is a privileged document. The letter dated 26/20.4.1997 issued by the higher authority claiming privilege was filed later. The A.P. of the workman submitted that this letter dated 26/20.4.1997 is a fraudulent document, prepared afterward, to deny investigation report of the defence representative. The management was not aware that the investigation report would be claimed by the workman and there was no occasion to prepare a letter prior to this date i.e. 9-5-1997. As such, on the face of it, the letter dated 26/20.4.1997 seems to be a forced letter, prepared subsequently, predating it, with a view to defeat claims of the workman. This submission appears to be misconceived. During the proceedings dated 9-5-1997, the Presenting Officer had claimed that the document was privileged one. At page 51 of the enquiry, this fact finds reference. It is also mentioned that on claiming that the defence would claim a letter claiming privilege was obtained. The word 'anticipation' carries relevance and is very important. The Enquiry Officer desired that copy of the letter be produced before completion of the

enquiry and the said letter was produced. The Presenting Officer had not concealed any fact about his anticipation that the defence would claim this document. There is no material on record to indicate that the said letter was manipulated. Main investigation was carried out against one Rani Gopal Srivastava of the said branch who was dismissed from service. If one goes through the articles of charges it shows that the workman was found guilty of negligence as he over looked the approved norms of working and procedure which caused withdrawal of huge amount by Rani Gopal Srivastava a co-worker. In fact, this document was not material for the purposes of cross-examination of MW-3. The argument has no force and is, thus, rejected.

12. In this context, it has also been submitted that the privilege should have been claimed by the Disciplinary Authority and not by the Appellate Authority i.e. Dy. General Manager. In the administrative hierarchy, decision about content of documents, whether privileged, may be taken by the higher authorities depending upon the nature of misconduct. In the Disciplinary Manager, by the letter claiming privilege it did not affect the workman in any manner. It has been observed earlier that the document was not relevant for the purposes of enquiry against the workman. The onus was on the workman to prove prejudices due to non-supply of investigation report. His arguments claiming prejudice is not sufficient. Nothing is on the record to suggest that there existed violation of principle of natural justice violating the enquiry. It has already been observed that the Enquiry Officer was independent person and he viewed the materials on record with open mind and recorded his charge wise findings. Thus, the non-supply of the investigation report during enquiry was not fatal to the cause of the workman.

13. The next submission of the workman, is, that the Enquiry Officer took into consideration extraneous matter. It is submitted that the investigation report referred, occasionally, to 'enquiry report' was read by the Enquiry Officer in back of the workman. This argument is also misconceived. It appears that the reference of 'enquiry report' at page 19 relates to the report prepared by the Enquiry Officer and not investigation report. This objection has no merit.

14. It is admitted that the workman, was, Special Assistant and his duties were to check proper recording of entries and all relevant particulars in regard to accounts opened under due authorization and also confirmation of balances in accounts of the customers. The IV Binartite settlements, specifically identify duties of the Special Assistant. In the present case, the workman failed to get balances in the account of Rani Gopal Srivastava verified and this lapse in duty, and proper vigilance resulted in huge withdrawal, causing loss to the bank. Had the workman accounted himself with the balances, such huge withdrawal by a co-worker was not possible. The conclusion drawn by the Enquiry Officer that the workman was guilty of misconduct and charge 1 is proved, is based on material on record and needs no interference.

15. As regards the charge 2 which was found partly proved by the Enquiry Officer, the objection on the part of the workman, is contrary to facts. At least for 2 days, the workman was negligent in not comparing the accounts and this omission was misconduct.

16. In relation to charge 5 it is submitted that only one lapse came to light during the investigation. Even then, may have occasioned due to error and omission, and, so finding of proved misconduct on charge 5 is untenable. Some of the lapses in respect of a passbook in bank business is a serious lapse. Unlike other settlements, a bank official is required to be more vigilant in banking matters which involve financial transactions. The conclusion of the Enquiry Officer on charge 5 is based on materials on record.

17. The next objection by the workman, is, that special allowance was forfeited without specifying time limit which means permanent withdrawal of special allowance. It is not shown by placing any material that withdrawal of special allowance had to be for a specified period and the management was not competent to forfeit special allowance permanently. The Disciplinary Authority exercised his authority with due consideration. There are no materials on record to hold, findings of the Enquiry Officer or the punishment given by the Disciplinary Authority, to be unwarranted or perverse.

18. Ram Gopal Srivastava was a co-worker. His activities were suspect. As a Special Assistant, the workman was required to be more cautious and vigilant, but he failed to discharge his duties in effective manner, and thus, in facts and circumstances of the case, he was rightly held guilty on charges 1 and 5 and partly on charge 2. The punishment is also not excessive. The dispute raised by the workman has no merit and the workman is not entitled to any relief.

19. Award accordingly.  
Lucknow, 23-10-2001.

RUDRESH KUMAR, Presiding Officer

नई दिल्ली, 19 नवम्बर, 2001

का.आ. 3323.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विजया बैंक के प्रबंधन के संबंध निोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बैंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-11-2001 को प्राप्त हुआ था।

[सं.एल-12011/65/94-आई.आर. (बी-II)]

सी. गंगधरन, अवर सचिव

New Delhi, the 19th November, 2001

S.O. 3323.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Vijaya Bank and their workman, which was received by the Central Government on 5-11-2001.

[No. L-12011/65/94-IR(B-II)]

C. GANGADHARAN, Under Secy.

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT "SHRAM SADAN", III MAIN, III CROSS, II PHASE, TUMKUR ROAD, YESHWANTHPUR, BANGALORE

Dated : 16th October, 2001

#### PRESENT :

Hon'ble Shri V. N. Kulkarni, B. Com., LLB.,  
Presiding Officer,  
CGIT-cum-Labour Court,  
Bangalore.

C.R. No. 224/97

#### I PARTY

The General Secretary,  
Vijaya Bank Employees Association,  
No. 67, K.H. Road,  
Shan'hinagar,  
Bangalore-27.

#### II PARTY

The Chairman and Managing Director,  
Vijaya Bank,  
(H. O.),  
Trinity Circle,  
Bangalore 1.

#### AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (2A) of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12011/65/94-IR(B-II) dated 28th April, 1997 for adjudication on the following schedule :

#### SCHEDULE

"Whether the action of the management of Vijaya Bank is justified in denying the negotiating rights hitherto extended by the management to the Vijaya Bank Employees Association unilaterally? If not, to what relief the union is entitled?"

2. The workmen of Vijaya Bank represented by Vijaya Bank Employees Association, trade union registered under the Trade Unions Act, 1926 has registered this dispute and the Government of India by its order dated 28th April, 1997 has referred this for adjudication.

3. Parties appeared and filed Claim Statement and Counter. The case of the union is that the first party is a Trade Union registered under the Trade Unions Act, 1926 represented the interests of the workmen employed in the Second Party Bank. The union was established in the year 1967. The second party is a Nationalised Bank and prior to 15-4-1980 it was a banking company in the private Sector. After formation of union workman with the members of the first party union has been enjoying the recognition as sole negotiating trade union of the workmen employed in the Second Party Bank since 1967.

4. It has been resolving all disputes by negotiation and settlement or through conciliation. The union has at no point of time resorted to any action which is contrary to law.

5. It is the further case of the union that during the national emergency that was clamped during the year 1975 there was a general attitude of anti-Bharatiya Mazdoor Sangha Leftist Trade Union controlled by the Communist Party of India were encouraged and supported by the Central Government during the same period. First party union is affiliated to the National Organisation of Bank workers, an industry level trade union which in turn is affiliated to the BMS. By missing the general anti BMS measures that were unleashed during the national emergency by the then Government in power the second party management floated a rival trade union in the year 1977 virtually sponsoring it in the name and style of Vijaya Bank Workers' Organisation, affiliated to the All India Bank Employees Association which is a trade union controlled by the Communist Party of India. Today there are 4 trade unions. The details of the membership is given in para 5 of the Claim Statement.

6. It is the further case of the first party that the Second Party bank issued a circular No. 185/93 dated 27-9-1993 taking away the negotiation rights of the first party by giving a complete go bye to the system of having effective negotiation both with the first party trade union and VBWO by the Circular dated 27-9-93. The management has restricted negotiation rights only to VBWO and reduced the status of the first party union to an endorsing union required to sign on dotted lines adopting the settlements signed between the Second Party Management and the VBWO.

7. On going through the detailed Claim Statement it is seen that the main contention of the first party union in this dispute is that the management has taken away the rights of negotiation. There was a conciliation and the first party represented to the conciliation officer who held joint discussions between the parties on 26-7-1993 and the management misled the Conciliation Officer and issued Circular on 27-9-93 withdrawing the negotiation rights.

8. It is the further case of the union that the Conciliation Officer by a letter dated 29-9-93 directed the Second Party not to implement the said circular. The conduct of the Second Party before the Conciliation Officer would adequately demonstrate that the Second party is thoroughly misleading the Conciliation Officer to promote the interests of VBWO.

9. The management of banks including the Second Party have authorised the Indian Banks Association to negotiate both with the workmen trade unions as well as Officers trade unions on behalf of its member Banks. Details are given in para 8 of the Claim Statement.

10. The act of the Second party is nothing but contribution of Support to VBWO and use the management power to discourage membership of the first party trade union and is a clear case of unfair labour practice. This is also keeps away majority of workmen out of the negotiation process. The union has prayed to pass an award holding that the action



of the management of the Second Party in taking away the negotiation rights of the first party trade union unilaterally and denial of the negotiation rights unilaterally is most arbitrary, unjust and unfair and further pass an award declaring that the first party trade union is entitled to the negotiation rights as it existed prior to issuance of Circular No. 185/93 dated 27-9-1993 by the Second Party.

11. Against this the case of the management is as follows :

12. According to management the dispute pertains to denial of negotiation rights to the first party union. There are two unions functioning in the Second Party Bank viz. Vijaya Bank Workers Organisation affiliated to NOBW. Prior to the year 1978 the bank was dealing with VBEA in all matters relating to service conditions concerning the workmen in the Bank. In 1980 bank pronounced the policy with regard to negotiation and arriving at settlements with the workmen union. There are two unions one formally recognised by the Bank by virtue of its majority claim, viz. VBWO and the other by conduct recognised on account of the fact that the said union, viz. VBEA was the only representative union of workmen employed in the Bank till 1978. The details of VBWO is also stated in the Counter. The rival union had raised the issue of de-recognition of VBEA that the management is to consider it.

13. The demand of the other union i.e. VBWO for negotiating only with the majority union, which VBEA felt that the management would agree.

14. It is the further case of the management that a meeting was held before the ALC(C), Bangalore in which ALC informed the management that the issue has not been taken up for conciliation, but the meeting was an effort to avoid any disturbance in the peaceful atmosphere in the Bank by Industrial unrest. No Industrial Dispute pending before the Conciliation Officer and therefore, the bank declared its Industrial relations policy by issue of Circular No. 185/93 and VBEA raised an industrial dispute regarding withdrawal of negotiating rights.

15. It is also said that some Writ Petitions were filed as per Para 7 of the Counter.

16. It is the further case of the management that the Vijaya Bank Workers Organisation is the majority union. The management has issued a circular No. 185/93 dated 27-9-93, informing that the bank will strictly follow the Circular No. 5/80.

17. The First party union cannot claim that the Second Party should negotiate with them as a matter of right. It is the discretion of the management depends upon the policy of the management in recognising the Union. Allegations made by the first party union are not correct. Parawise reply is also given by the management.

18. It is the further case of the management that a case was filed before the High Court of Karnataka and the same was dismissed on 16-11-1979. Detail history of the Writ Petition has been stated in the Counter.

19. Now the management has contented in the counter that, a plain reading of the Circular No. 185/93 and Annexure thereto, clearly indicates that negotiation rights of the first party union are not withdrawn as alleged by the workman. The management for these reasons and for many other reasons has prayed that this Tribunal please to answer with reference in favour of the Second Party Bank.

20. I have heard arguments of both sides. Certain documents were filed by the parties and the learned counsel for the management categorically submitted that the management has not denied the right of negotiation of first party union. I have perused the documents and circular filed by the parties. The first party union has filed one note and I have read the same carefully.

21. In the instant case for the sake of convenience let me reproduce the dispute referred by the Competent Authority for adjudication and award by this Tribunal :-

"Whether the action of the management of Vijaya Bank is justified in denying the negotiating rights hitherto extended by the management to the Vijaya Bank Employees Association unilaterally? If not, to what relief the union is entitled?"

22. On the plain reading of the dispute referred it is clear that the management is not justified in denying the negotiation rights to the Vijaya Bank Employees Association unilaterally and if not, to what relief the union is entitled?

23. It is seen from the records that the Conciliation Officer has also directed the management not to implement the Circular. The learned counsel appearing for the management has said that the management has not taken away the negotiating rights of the first party union in view of this it is clear that the first party union has right of negotiation with it.

24. I have considered the decisions relied by the management reported in AIR 1971 SC 1737. According to Ex. W. 43 the dispute referred is required to be adjudicated by this Tribunal.

25. It is also clear from the documents that VBEA used to negotiate and settle the dispute with the bank representing the workman prior to issue of circular No. 185/93 dated 27-9-93. The Regional Labour Commissioner has also informed the VBEA that the Bank has been advised to maintain status quo till the conciliation proceedings are concluded.

26. Considering all this the action of the management in issuing Circular No. 185/93 is incorrect. In view of the fact that the learned counsel appearing for the management has stated in so many clear terms that the management has not taken away the rights of negotiation of the first party union, I am of the opinion that the management is not justified in issuing the Circular.

27. Taking all this into consideration I am of the opinion that the management has categorically admitted that it has not taken away the rights of negotiation from the first party union.

28. Considering all this I proceed to pass the following Order :

#### ORDER

The reference is allowed. The Circular No. 185/93 is held as not correct and the second party bank is directed to give the status and negotiating rights to the first party VBEA prior to 27-9-93 and from 1967 and the bank is directed to have meaningful negotiation with the first party VBEA on all the industrial dispute espoused by the said VBEA. Accordingly the reference is disposed off.

(Dictated to PA, transcribed by her corrected and signed by me on 16th October, 2001.)

V. N. KULKARNI, Presiding Officer

नई दिल्ली, 19 नवम्बर, 2001

का.आ. 3324.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इण्डिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चेन्नई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-11-2001 को प्राप्त हुआ था।

[सं.एन-12012/217/96-आई.आर. (बी-II)]

सी. गंगाधरन, अवर सचिव

New Delhi, the 19th November, 2001

S.O. 3324.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chennai as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Bank of India and their workmen, which was received by the Central Government on 5-11-2001.

[No. L-12012/217/96-IR(B-II)]  
C. GANGADHARAN, Under Secy.

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Tuesday, the 18th September, 2001

## PRESENT :

K. Karthikeyan, Presiding Officer

INDUSTRIAL DISPUTE NO. 439/2001

(Tamil Nadu State Industrial Tribunal I.D. No. 61/97)

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri Mrs. Mary Esther, W/o deceased employee R. Srinivasan and the Management of Bank of India, Chennai.)

## BETWEEN

The General Secretary,  
Bank of India Staff Union,  
Chennai.

I Party/Claimant

## AND

The Zonal Manager,  
Bank of India,  
Chennai.

II Party/Management

## APPEARANCE :

For the Claimant : Mr. S. Venkataraman & S. Sairaman,  
Advocates

For the Management : M/s. S. Ramasubramaniam &  
Associates, Advocates.

The Government of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned Industrial Dispute for adjudication vide Order No. L-12012/217/96-IR(B-II) dated 24/28-07-1997.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, where it was taken on file as I.D. No. 61/97. When the matter was pending enquiry in that Tribunal, the Government of India, Ministry of Labour was pleased to order transfer of this case from that Tribunal to this Tribunal for adjudication. On receipt of records from that Tribunal, the case has been taken on file as I.D. No. 439/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 27-02-2001. On receipt of notice from this Tribunal, the counsel on either side present with their respective parties and prosecuted this case further.

When the matter came up before me for final hearing on 31-07-2001, upon perusing the Claim Statement, Counter Statement, the other material papers on record, the documentary evidence let in on either side, upon hearing the arguments advanced by the learned counsel on either side and this matter having stood over till this date for consideration, this Tribunal has passed the following :—

## AWARD

The Industrial Dispute referred to, in the above order of reference by the Central Government for adjudication by this Tribunal is as follows :—

"Whether the action of the Management of Bank of India, Chennai, in denying the appointment on compassionate grounds to Mrs. Mary Esther W/o of deceased employee R. Srinivasan, Ex-staff of Tiruchirappalli Cantonment Branch is legal and justified? If not, to what relief the said workman is entitled?"

2. The averments in the Claim Statement of the I Party/Claimant are briefly as follows :—

The General Secretary Bank of India staff union has raised this industrial dispute on behalf of one Mrs. Mary Esther, the widow of deceased employee R. Srinivasan. The I Party/Claimant (hereinafter referred to as Petitioner) alleged in the claim statement that the said employee R. Srinivasan joined the services of II Party/Management Bank of India (hereinafter referred to as Respondent) on 19-3-1976 and he died on 11-9-92 after completion of 17 years of service. At the time of his death he was working at Tiruchirappalli cantonment branch. The said Srinivasan died due to liver problem leaving behind his wife and two children without any source of income whatsoever Mrs. Mary Esther W/o. R. Srinivasan submitted an application dated 28-1-1992 along with death certificate legal heir certificate, marriage certificate etc. requesting for appointment in the bank on compassionate grounds. There was no reply from the bank. Hence, she sent another application dated 16-11-1994. Thereafter on 26-6-95, the bank sent a communication rejecting the request for compassionate appointment. No reason was stated in that letter as to why Mrs. Mary Esther was not entitled for compassionate appointment in the Respondent Bank. Thereupon the Petitioner union took up the cause of Mrs. Mary Esther, and raised a dispute by representation dated 19-7-1995. The conciliation ended in failure. The denial of compassionate appointment to Mrs. Mary Esther is erroneous as it is contrary to guidelines and circulars. The circular governing conditions of service only laid down that when a case of compassionate appointment is taken up for consideration, no disciplinary proceedings against the deceased shall be pending or contemplated and such cases shall be referred to the Government of India. In the case of the deceased Srinivasan there is no averment or proof that any disciplinary proceedings was pending or contemplated on the date of his death. It cannot be denied referring to any punishment awarded to the employee earlier to the date of his death. If the bank was justified in denying employment, the bank was expected to refer the matter to the Government of India and not assume the power to itself. The misconduct is something absolutely personal and the consequence of punishment can be imposed only on the employee. There could be no question of vicarious liability in these circumstances and it was illegal and impermissible for the bank to have denied the appointment taking into consideration the past record of service of the deceased Srinivasan. The denial is arbitrary and mala fide and violates Article 14 and 16 of Constitution of India. The Respondent/Management is not following a uniform policy in giving compassionate appointments. After raising this dispute one Mr. Arumugam, a driver-cum-sub-staff died on 31-12-96. At the time of his death a charge sheet was issued and the process of enquiry was completed. But before passing the final order on the enquiry, Mr. Arumugam expired. The Petitioner gave representation seeking compassionate appointment for the son of deceased Arumugam. The Respondent/Bank initially resisted. However, finally the bank gave appointment to the son of Arumugam, A. Gautham on compassionate ground and presently the said A. Gautham is working at Ambattur Branch of the Respondent/Bank. Thus there is a clear discrimination adopted by the Bank in granting compassionate appointment to the kith and kin of deceased employee. Hence, this Hon'ble Tribunal may be pleased to pass an award holding that the denial of appointment to Mrs. Mary Esther w/o, deceased employee R. Srinivasan is illegal and unjustified and direct the Respondent/Management to give appointment to Mrs. Mary Esther from the date of death of her husband with all consequential benefits including pay and allowances.

3. The averments in the Counter Statement of the II Party/Management are briefly as follows :—

The II Party/Management, Bank of India has filed the Counter Statement alleging that the Petitioner Union has raised the dispute on the plea that the denial of appointment by the Respondent to Mrs. Mary Esther W/o, deceased employee R. Srinivasan is not legal and justified. The claim of the Petitioner is mainly based upon the Scheme of dependent of the deceased employee working in the bank may be considered for employment on compassionate appointment on certain conditions, Mrs. Mary Esther cannot claim employment on compassionate appointment, as a matter of right



and the claim made by Mrs. Mary Esther has been rejected by the Respondent as per the claim applicable in the Respondent Bank. As per Rule 6(II) of the Scheme, the General Manager or Executive Director may decline any request for employment of any person under the scheme without asking for any reason, basing upon this Respondent has rejected the application made by Mrs. Mary Esther to be considered for appointment in bank on compassionate ground. The Respondent has justified in rejecting all the applications for appointment of Mrs. Mary Esther on compassionate grounds. Before considering the application, the previous conduct of Sri R. Srinivasan while in service were considered and during the tenure of his employment, late R. Srinivasan was imposed with punishment for having committed acts of misconduct involving financial indiscipline. Late R. Srinivasan did not have a clean service record. It is not necessary for the Respondent to disclose the reason for not considering the application made by Mrs. Mary Esther for any appointment in the Respondent Bank on compassionate grounds. Since there was no disciplinary action pending at the time of the death of R. Srinivasan, there is no necessity to refer the application of Mrs. Mary Esther to the appropriate Government in terms of bank's guidelines. Giving appointment to one Sri Gautham, dependent and son of late Arumugam has no bearing to the case recommended by Union. The facts related to compassionate appointment of the said Arumugam are different from the application made by Mrs. Mary Esther for appointment on compassionate ground. In any event, the Respondent Bank has got every right to decline any request for employment of a dependent on compassionate ground. The Respondent Bank considers the application made by the dependent of deceased employee after having fulfilled the norms laid down by bank and the consideration or any application for appointment on compassionate ground is puerly under discretion of the Management and this discretion cannot be questioned by the Petitioner Union. Being a financial institution, the bank has got every right to waive the application made by the dependent of deceased Mr. R. Srinivasan for appointment in the Respondent Bank. Hence, this Hon'ble Tribunal may be pleased to dismiss the industrial dispute as not maintainable.

4. When the matter was taken up for enquiry, by the consent of counsel on either side, documents on either side were marked as Ex. W1 and W2 and M1 to M4 respectively. Neither side have let in any oral evidence. The learned counsel on either side has advanced their respective arguments.

5. The point for my consideration is—

"Whether the action of the Management of Bank of India, Chennai, in denying the appointment on compassionate grounds to Mrs. Mary Esther, Wife of deceased employee R. Srinivasan, Ex-staff of Tiruchirappalli Cantonment Branch is legal and justified? If not, to what relief the said widow is entitled?"

Point :—

It is not disputed by the Respondent that Mrs. Mary Esther is the wife of deceased employee R. Srinivasan, Ex-staff of Tiruchirappalli Cantonment of Respondent Bank Branch. Ex. W1 is the copy of the application dated 16-11-1994 submitted by said widow to the General Manager (Personnel) Head Office, Bombay of the Respondent Bank. It is stated in the letter itself that the Petitioner has already submitted Doctor Certificate and legal heir certificate and also her marriage certificate with her husband late R. Srinivasan. The xerox copy of the Doctor Certificate as well as the legal heir certificate have been filed by the Petitioner in this case. The fact that Mrs. Mary Esther, the applicant for compassionate appointment is the wife of deceased employee late R. Srinivasan and she is the legal heir along with her daughter and son as per the legal heir certificate issued by the authorities are not disputed. Ex. W2 is the xerox copy of the letter dated 26-6-1995 by the General Manager, Head Office of Bank of India to the Zonal Manager, Southern Zone, Madras. In that letter, it is stated that the Management has reiterated its decision conveyed under letter dated 8-2-1994 and they regretted Mrs. Mary Esther's request for compassionate appointment cannot be considered. As it is contended by the Petitioner in the Claim Statement, no reason has been assigned for rejecting the claim for appointment on

the compassionate ground made by the widow of the deceased employee R. Srinivasan. In the Counter it is stated that in the Scheme, it has been clearly mentioned that under Rule 6(II), the General Manager or Executive Director may decline any request for employment of any person under the scheme without assigning any reason. It is further alleged in the Counter Statement that before considering the application, the previous conduct of late R. Srinivasan, while he was in service was considered and during the tenure of his employment late R. Srinivasan was imposed with punishment for having committed acts of misconduct involving financial indiscipline. He did not have a clean service record. In the Counter, the Respondent has admitted that they have filed an objection before the conciliation proceedings stating that in view of late R. Srinivasan having committed acts of misconduct involving financial indiscipline and subjected to disciplinary action while in service, he was awarded various punishments on three different occasions, the Competent Authority has not inclined to consider the application for compassionate appointment of late Sri R. Srinivasan in bank's service. From this, it is evident that the reason for rejection of application of the widow of the deceased employee late R. Srinivasan for appointment in the Respondent Bank on compassionate grounds is only the punishment awarded to her husband when he was in service for his misconduct. It is further admitted in the Counter Statement of the Respondent that there was no disciplinary proceedings pending against the deceased late R. Srinivasan, while at the time of his death. Ex. M1 to M3 are the xerox copies of the circulars of the Respondent Bank dated 1-2-1982, 28-2-1983 and 19-10-1987, respectively. Ex. M4 is the xerox copy of the instructions dated 11-1-1989 issued by the Under Secretary to the Government of India, Ministry of Finance to all the Chief Executive of all Public Sector Banks. In all these four documents, nothing has been stated that the requisition made by heirs of the deceased employees can be rejected, if the past record of the employee, while he was in service of the bank, is not upto the mark. In para 11 of the Counter Statement, the Respondent Bank has clearly stated even though no disciplinary proceedings was pending against the deceased employee late R. Srinivasan while at the time of his death, the Respondent Bank has every power to decide the application made by the widow of late R. Srinivasan for appointment on compassionate grounds and in this particular case, the Respondent Bank has already considered the conduct of late R. Srinivasan, while he was in service. This decision of the Management cannot be considered as justified in view of the decision of the Karnataka High Court in a case reported as 1997 (1) LLN 951 Smt. Saroja Shivakumar Vs. State Bank of Mysore. In that case, it is held that "there would be no question of vicarious liability and under such circumstances, it was wholly impermissible for the bank to have taken those circumstances into consideration and the refusal of compassionate employment was not justified." In that case, the Bank Manager was placed under suspension for misappropriation of funds. Before the enquiry was completed, he passed away. The enquiry was abated. Under such circumstances, it is held that "the deceased employee's son is entitled to be considered for compassionate appointment." Here in this case, the Respondent Bank has admitted that no disciplinary proceedings was pending against the deceased employee late R. Srinivasan at the time of his death. As per the Scheme under Ex. M4 such appointments on compassionate ground will be considered in the exceptional and genuine cases, if the bank is satisfied that the condition of the deceased employee's family is indigent and in great distress. It is not the case of the Respondent Bank that the widow of the deceased employee late R. Srinivasan was in an affluent status, when she applies for appointment in the Respondent Bank on compassionate grounds and the family of the deceased employee is not indigent and not in great distress. Under such circumstances, it can be said that the action of the Management of Bank of India in denying the appointment on compassionate grounds to Mrs. Mary Esther, wife of the deceased employee late R. Srinivasan, ex-staff of Tiruchirappalli Cantonment Branch is not legal and justified. Hence, the request of the widow Mrs. Mary Esther has got to be considered favourably by the Respondent Management. Thus, the point is answered accordingly.

6. In the result, an award is passed holding that the action of the management of Bank of India in denying the appointment on compassionate grounds to Mrs. Mary Esther, Wife

of the deceased employee late R. Srinivasan, Ex-staff of Tiruchirappalli Cantonment Branch is illegal and unjustified. Hence the II-Party/Management of Bank of India is directed to give an appointment to the concerned widow on compassionate grounds, according to her suitability for the post within three months of this order. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 18th September, 2001.)

**K. KARTHIKEYAN, Presiding Officer**

Witnesses Examined :

On either side : None.

DOCUMENTS MARKED :

For I Party/Claimant :

Ex. No.	Date	Description
W1	16-11-94	Xerox copy of the letter from Smt. S. Mary Esther to Head Office.
W2	26-6-95	Xerox copy of the letter from Management to Smt. S. Mary Esther, W/o deceased workman.

For the II Party/Management :

Ex. No.	Date	Description
M1	1-2-82	Xerox copy of the Circular of Bank of India, HO and details of the Scheme.
M2	28-2-83	Xerox copy of the Circular issued by Bank of India H.O., Admn. No. 1983/16.
M3	19-10-87	Xerox copy of the Circular issued by Bank of India H.O.
M4	11-1-89	Xerox copy of the letter of Ministry of Finance to the Chief Executives of all Public Sector Banks with regard to appointment of dependents of deceased employees on compassionate grounds.

नई दिल्ली, 19 नवम्बर, 2001

का. अ. 3325.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधक के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्विष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नई, के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-11-2001 को प्राप्त हुआ था।

[सं. एल-12012/195/96-आई आर (बी-II)]

सी. गंगाधरन, अवर सचिव

New Delhi, the 19th November, 2001

S.O. 3325.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chennai as shown in the annexure to the Industrial Dispute between the employers in relation to the management of Syndicate Bank and their workman, which was received by the Central Government on 12-11-2001.

[No. L-12012/195/96-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Friday, the 21st September, 2001

PRESENT :

K. Karthikeyan, Presiding Officer.

INDUSTRIAL DISPUTE NO. 434/2001

(Tamil Nadu State Industrial Tribunal I.D. No. 42/97.)

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri A. Selvaraju and the Management of Syndicate Bank, Chennai.]

BETWEEN

Sri A. Selvaraju.

I Party/Workman

AND

The Assistant General Manager II Party/Management (IR cell), Syndicate Bank, Chennai.

APPEARANCE :

For the Workman : M/s. Balan Haridas & R. Kamatchi Sundaresan, Advocates.

For the Management : M/s. T. S. Gopalan & Co. Advocates.

The Government of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947), have referred the concerned Industrial Dispute for adjudication vide Order No. L-12012/195/96-IR (B-II) dated 26-06-1997.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, where it was taken on file as I.D. No. 42/97. When the matter was pending enquiry in that Tribunal, the Government of India, Ministry of Labour was pleased to order transfer of this case from that Tribunal to this Tribunal for adjudication. On receipt of records from that Tribunal, the case has been taken on file as I.D. No. 434/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 26-02-2001. On receipt of notice from this Tribunal, the counsel on either side present with their respective parties and prosecuted this case further.

When the matter came up before me for final hearing on 21-08-2001, upon perusing the Claim Statement, Counter Statement, the rejoinder, the documents filed on the side of the Management, and other material records, and upon hearing the arguments of the learned counsel on either side and this matter having stood over till this date for consideration, this Tribunal has passed the following :—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Government for adjudication by this Tribunal is as follows :—

"Whether action of the Management of Syndicate Bank, Madras in dismissing the services of Shri A. Selvaraju is legal and justified? If not to what relief the said workman is entitled?"

2. The facts of the industrial dispute between the parties are briefly as follows :—

The I Party/Claimant Sri A. Selvaraju (hereinafter refers to as Petitioner) was working as a Clerk in the Trichy branch of the Respondent/II Party/Management Syndicate Bank during the period 7-6-94 to 22-10-87. On 27-9-84 one Mrs. Dhanabakkiam opened a S.B. Account No. 15553. She was introduced by the Petitioner. As per the ledger folio of the branch on 14-3-86, there was a credit balance of Rs. 912.65 in the said account. The ledger folio between 14-3-86 and 13-11-86 it is revealed that there were several transactions of deposits and withdrawals with a credit balance of Rs. 1487.05 prior to 13-11-86. On 13-11-86 the accountholder came to the branch and approached the Petitioner with a

request to send a demand draft for Rs. 5100 to her husband Mr. Shyam Raj at Bombay by withdrawing from her S. B. Account and she also wanted to withdraw cash of Rs. 400 for her son. The Petitioner paid the accountholder the cash of Rs. 400 after that amount was debited to her S. B. Account. He gave her the counterfoil of the demand draft application for Rs. 5120 i.e. Rs. 5100 towards demand draft and Rs. 20 towards commission. The Petitioner told the accountholder that he would directly send the demand draft to her husband when the accountholder asked him why the name of her husband is not mentioned in the counterfoil he told her that he will write her husband's name in the main receipt. On 27-11-86 the accountholder received a letter dated 24-11-86 from her husband informing that he had not received the demand draft. On receipt of the said letter she asked her brother-in-law Mr. Pandian to enquire about the demand draft and when the Petitioner was asked about the demand draft he demanded the demand draft receipt. When the accountholder sent her daughter and son-in-law and enquired the Petitioner, he gave a letter dated 29-11-86 that he thought the draft would have reached him and at any rate on Monday the 1-12-1986 by 6.00 p.m. he would give Rs. 5100 from his cash. The Petitioner addressed a further letter stating that the person who was to pay him some cash has gone to Madras. That he would come only on Wednesday i.e. on 3-12-86 and that in the office there was some case against him and he could not go to the office till the conclusion of the case and that if she goes to the office and asks something he would be removed from service and that she should wait for 2 more days and that he would raise the funds from some other source and repay the amount and that she should be patient. The Petitioner was keeping the pass book of the said accountholder and the account holder has no access to the pass book during the period 14th March, 1986 to 13th November, 1986. On 3-12-86 the accountholder gave a complaint to the Branch Manager seeking the Branch Manager's help to recover the sum of Rs. 5100 from the Petitioner. On 10-12-86 the Petitioner gave a cheque without filling the name of the payee on his S. B. Account No. 14405 for Rs. 5120. On 13-11-86 the accountholder had a credit balance of more than Rs. 5500. Then that was why she had given an application for purchase of a draft for Rs. 5100 and also withdrawal of cash of Rs. 400. But the credit balance in the ledger folio of her account shows only Rs. 1087.05. The debit entries were not genuine or authorised withdrawals. As per the complaint of the accountholder, the transactions of S. B. Account No. 15553 between 14-3-86 and 13-11-86 in respect of cheques and withdrawals slips were done without her knowledge and they were unauthorised. Entries made in the pass book for the period 14-3-86 to 13-11-86 without mentioning the amounts of various transactions covered by cheques/withdrawals which were not genuine or authorised by the accountholder. They were fraudulent withdrawals by the Petitioner or they were encashed at the instance of the Petitioner by falsifying records and the Petitioner had derived benefits in respect of those transactions. On 13-11-86 when the Petitioner made entries in the pass book he had shown the credit balance on 13-11-86 as Rs. 812.65 and the credit balance in the ledger folio was Rs. 1087.05. While making the entries in the pass book he did not mention the figures with regard to the transactions between 14-3-86 and 13-11-86. The credit balance of Rs. 1087.05 in the ledger folio was arrived at on the basis of certain transactions during the period 26-7-86 to 31-10-86. They were made without knowledge of the authority of the accountholder. The Petitioner had deliberately chosen to conceal from the accountholder the amounts of those transactions and the drawal of the money during the relevant period have been done without the knowledge or the authority of the accountholder. The same amounts to misappropriation by the persons who had drawn the money and the Petitioner who was acquainted with the drawal had been only assisted the drawer in withdrawal of money and has had a role in misappropriation so caused. On 29-9-88 a charge sheet was issued to the Petitioner setting out the allegations against him and charging him to the misconduct of doing acts prejudicial to the interest of the bank under clause 19.5 (j) of the Bipartite Settlement. Though the Petitioner was required to submit statement of defence, he did not do so. Therefore, he was asked to appear for an enquiry. In the enquiry the accountholder Mrs. Dhanabakkiam and Kalyanaraman, Investigating Officer were examined in support of the charges. The Enquiry Officer gave his report on 1-9-89 holding the Petitioner was guilty of the charges. The Disciplinary Authority by his noting dated 10-2-90 forwarded the copy of the report of Enquiry Officer proposed a punishment of

dismissal and directed the Petitioner to appear before him for personal hearing. The Petitioner attended the personal hearing on 28-5-90 and made his submissions. The Disciplinary Authority who gave the personal hearing has retired. So subsequently, no final order would be passed. The subsequent Disciplinary Authority had fixed the personal hearing on 25-10-90, 2-11-90 and on 20-11-90. The Petitioner did not appear. On 24-12-90, the said Disciplinary Authority had passed orders dismissing the Petitioner from service. The Petitioner preferred an appeal against the order of dismissal. On 20-6-91 the Appellate Authority dismissed the appeal. Subsequent to the dismissal of the Petitioner from service by the Respondent/Management on 24-12-90, the present dispute has been raised in the year 1995.

3. The contention of the Petitioner in the Claim Statement is that he received a letter dated 11-6-88 sent by the Vigilance Cell. He entrusted that letter to his association for giving reply. The association sent a letter to the Vigilance cell requesting a month's time to give a reply. Before the Petitioner could get a reply from his association, he was served with a charge sheet dated 29-9-88 and the Management went through the enquiry as a ritual. The Enquiry Officer was biased and prejudiced in giving his findings inspite of his personal, satisfactory explanation submitted to the Disciplinary Authority the management dismissed the Petitioner from services. The Appellate Authority on 20-6-91 casually without application of mind dismissed the appeal preferred by the Petitioner and confirmed the order of dismissal from services. The impugned dismissal order is not sustainable in law and on facts and the same is liable to be set aside. The charge sheet issued is barred and uncertain and vague and does not based on any material. The Petitioner was not provided with the copies of documents relied on in the enquiry. The entire enquiry proceedings are vitiated due to violation of principles of natural justice. The Enquiry Officer was biased and prejudiced. The Enquiry Officer ought to have permitted the Petitioner to engage a lawyer to defend him in the face of the Management representative being a legally trained personnel. The Respondent has not examined the material witnesses and material documents. The Petitioner has not been granted sufficient opportunities to establish his innocence. The enquiry was not fair and proper. The enquiry findings are not based on any legal evidence. They are based on conjectures and surmises. They are perverse and motivated. The charges are not proved at all. There is no incriminatory document/circumstances connecting the delinquent with the allegations. The Petitioner has not committed any act prejudicial to the interest of the bank. The Petitioner has not been furnished with the copy of the proceedings. Punishment is shockingly disproportionate to the alleged charges and the same is also excessive and unconscionable. The impugned dismissal order is arbitrary, illegal, improper and unlawful. The same amounts to victimisation and unfair labour practice. Petitioner is entitled to reinstate in service with back wages, all attendant benefits and continuity of service. Therefore, it is prayed that this Hon'ble Tribunal may be pleased to pass an award for reinstatement of the Petitioner/Workman into his services with continuity of service back wages and all other consequential benefits.

4. It is alleged in the Counter Statement of the Respondent that the dismissal order was passed after conducting departmental enquiry in consonance with principles of natural justice and as per the Bipartite Settlement provisions. The punishment of dismissal was awarded for grave misconduct of misappropriation of customers' money. The Petitioner was given due opportunity to vindicate his innocence. The Petitioner had access to the documents relied on in support of the charges. Before he was called upon to cross examine the witnesses, who were examined in the enquiry, the charges were not false or fabricated. The enquiry was conducted in a fair manner and the same has not been vitiated for any violation of principles of natural justice. The document which were relevant or which have the bearing on the charges were marked in the enquiry. The findings of the Enquiry Officer are supported by evidence let in in the enquiry.

5. A belated rejoinder has been filed by the Petitioner on 4-5-2001 alleging that in the domestic enquiry, the Management was represented by a legally trained personnel whereas the Petitioner without knowing the fact that he is entitled to be represented by a lawyer requested only the assistance of a co-employee, who had no previous experience of domestic enquiry proceedings. So the denial of right of the Petitioner to have the assistance of a lawyer is itself a prejudice. Hence,

the entire enquiry conducted by the Respondent is vitiated. Apart from this, the rejoinder proceeds on the footing of discussion in respect of the evidence of the Management witnesses and exhibits filed on their side. MW1 in cross examination had admitted that she had received all the money with regard to the transactions made out in the charge sheet. When such being the case, the bank cannot draw inference on certain circumstances to the charges alleged against the Petitioner to come to the conclusion of guilt. In the enquiry, it is established by evidence the nexus between the Petitioner and the relevant transactions and thereby the guilt of the Petitioner was duly proved. As the Petitioner has committed grave acts of misconduct, the punishment of dismissal was fully justified. The enquiry held into the charges against the Petitioner was fair and proper. Hence, this Hon'ble Tribunal may be pleased to make an award upholding the dismissal of the Petitioner by rejecting his claim.

6. When the matter was taken up for enquiry, before this Tribunal by the consent of the counsel on either side, the Management documents filed by the management were marked as Ex. M1 to M26. No document has been filed on the side of the Petitioner. On either side no one has examined as witness. The learned counsel on either side have advanced their respective arguments.

7. The Point for my consideration is—

"Whether action of the Management of Syndicate Bank, Madras in dismissing the services of Shri A. Selvaraju is legal and justified? If not to what relief the said workman is entitled?"

Point :—

It is admitted that one Mrs. M. S. Dhanabakkiam was introduced by the concerned workman Sri A. Selvaraju for opening a Saving Bank Account No. 15553 in the Respondent/Bank branch at Trichy. Ex. M1 is the Xerox copy of the card containing the specimen signatures put by the account holder, when she opened the S.B. Account No. 15553 on 27-9-94. On the reverse side of the card, as per the xerox copy of the available in Ex. M1, the concerned workman Sri A. Selvaraju, staff of the bank has signed in that card as introducer. Ex. M2 to M5 are the Xerox copies of loose leaf cheques/withdrawal slips used for withdrawal of amount from the S.B. Account No. 15553. Ex. M6 is the xerox copy of the cheque dated 31-10-86 for withdrawal of a sum of Rs. 2000 from the S.B. Account No. 15553. Ex. M7 is the xerox copy of the letter addressed to the Manager, Syndicate bank for issue of loose cheque to the husband of the account-holder of Mrs. Dhanabakkiam and to pay cash of Rs. 700 to him. It is written by the concerned workman A. Selvaraju. Ex. M8 is the xerox copy of the another letter for issue of loose leaf cheque for her husband and to pay cash of Rs. 350. Ex. M9 is the xerox copy of the letter dated 31-12-86 for issue of cheque book for the S.B. Account No. 15553. Ex. M10 is the xerox copy of the ledger folio of the S.B. Account holder of Mrs. Dhanabakkiam. Ex. M11 is the xerox copy of the challan for the receipt of cash of Rs. 5100 plus demand draft amount and Rs. 20 as exchange of it for issuing a demand draft to Bombay branch. Ex. M12 is the xerox copy of the inland letter from the husband of Mrs. Dhanabakkiam informing her that the draft has not reached him. Ex. M13 is the xerox copy of the letter dated 29-11-86 stating that he will pay back Rs. 5,100 at 6.00 p.m. on Monday. Ex. M14 is another letter written by the petitioner/workman to Mrs. Dhanabakkiam requesting her to wait for two days for him to arrange for money for payment. Ex. M15 is the xerox copy of the complaint preferred by the account holder Mrs. Dhanabakkiam to the Manager, Syndicate Bank, Trichy narrating the transaction of the Petitioner with her in handling her S.B. Account No. 15553 in the bank branch. Ex. M16 is the xerox copy of the cheque dated 10-12-1996 issued for a sum of Rs. 5120 for the account No. 14405 without filling the name in the cheque in the column 'Pay to'. Ex. M17 is the xerox copy of the pass book of S.B. Account No. 15553 of Mrs. Dhanabakkiam. On the basis of these documentary evidence, a charge sheet has been issued to the concerned workman by the Respondent/Management. The xerox copy of the charge-sheet dated 29-9-1988 is Ex. M18, wherein it is mentioned how and what is the misconduct committed by the concerned workman Sri A. Selvaraju, Clerk of Trichy branch during 7-6-84 to 22-10-87. In pursuance

of the charge sheet issued to the concerned workman, the domestic enquiry was conducted. The xerox copy of the enquiry proceedings is Ex. M19. Ex. M20 is the xerox copy of the report and findings of the Enquiry Officer Sri S. Monanthi dated 1-9-1989. The Enquiry Officer has given a finding in his report that the charge is proved against the delinquent employee well beyond doubt and it amounts to commission of gross misconduct by the delinquent employee on doing acts prejudicial to the interest of the bank as mentioned in the charge sheet. Ex. M21 is the xerox copy of the letter dated 10-2-1990 sent to the Petitioner enclosing findings of the Enquiry Officer proposed punishment with an advise to appear for personal hearing on 26-2-1990. Ex. M22 is the xerox copy of the letter sent to the concerned workman Sri A. Selvaraju by the Deputy General Manager informing the concerned workman about the personal hearing fixed on 25-10-90 with a direction to appear for a personal hearing without fail. In that letter the concerned workman was directed to make his submission. Ex. M23 is the xerox copy of the letter dated 6-11-90 sent by the Deputy General Manager to the concerned workman informing him that the personal hearing has been postponed to 20-11-1990. Ex. M24 is the xerox copy of the proceedings of the Deputy General Manager dated 24-12-90 after giving personal hearing and has passed the order of dismissing the concerned workman from service of the bank with immediate effect. Ex. M25 is the xerox copy of the submissions made by the concerned workman to the Appellate Authority. Ex. M26 is the xerox copy of the proceedings of the Appellate Authority dated 20-6-1991 and the order passed for dismissing the appeal of the Petitioner by confirming the punishment imposed by the Disciplinary Authority. It is the contention of the Petitioner that the enquiry was not fair and proper. The Petitioner had not been granted sufficient opportunity to establish his innocence and that the enquiry findings are not based on any legal evidence, but they are based on conjectures and surmises and they are perverse and motivated and the charges are not at all proved. It is further contended that the Management has not filed into the enquiry, the relevant documents and registers, which alone were falsified the alleged charges. The Respondent/Management would contend that the Petitioner failed to submit his explanation within the reasonable time for the charge sheet dated 29-9-1988 nor did he seek time for replying. The dismissal order was passed after conducting departmental enquiry in consonance with the principles of natural justice and as per the provisions of Bipartite Settlement. The Petitioner was given due opportunity to prove his innocence and he had access to the documents relied on in support of the charges before he was called upon to cross examine the witnesses who were examined in the enquiry. The charges were not false and/or fabricated. The enquiry was conducted in a fair manner and the same has not been vitiated for any violation of principles of natural justice. The documents which were relevant or which have a bearing on the charges were marked in the enquiry and that the findings of the Enquiry Officer are supported by the evidence let in the enquiry which established the nexus between the Petitioner and the relevant transactions, thereby the guilt of the Petitioner was duly proved. Hence, the punishment of dismissal was fully justified, as the Petitioner was proved to have committed grave acts of misconduct.

8. The perusal of the documentary evidence filed on the side of the Management as Ex. M19 enquiry proceedings and M20 findings of the Enquiry Officer clearly show that in the domestic enquiry the concerned workman as delinquent employee has taken part along with his defence representative and has thoroughly cross examined the Management witnesses Mrs. Dhanabakkiam, the account holder, and Mr. Kalyanaraman, Officer, Vigilance unit. Apart from them, there are sufficient documentary evidence to prove that the charge levelled against the concerned workman as delinquent employee in the domestic enquiry have been proved. From the evidence available in this case by way of documents, it is seen that the Petitioner/Workman taking advantage of his easy access to the pass book of the concerned account holder Mrs. Dhanabakkiam and the bank ledger folio had deliberately concede the entries in the pass book and made records to show that he sent demand draft as per the request of the account holder Mrs. Dhanabakkiam. There are sufficient evidence to show that no demand draft was taken on 3-11-86. The charge sheeted employee, the petitioner/workman has not chosen to examine himself as a witness for the defence in the domestic enquiry. It is also seen from the records that

from 10-2-1990 to December, 1990 he has not given any explanation and the order of dismissal was passed by the Disciplinary Authority only in December, 1990. So from all the available evidence it is seen that there is no scope for this Tribunal to interfere with the findings of the Enquiry Officer as it is decided in a case by the Hon'ble Supreme Court reported as 1998 1 LLJ 629 "the tribunal cannot interfere with the findings of the Enquiry Officer unless findings are perverse and not supported by any evidence." This is not the case of no evidence for this Tribunal to interfere with the findings of the Enquiry Officer.

9. It is the new averment of the petitioner in his belated rejoinder that the enquiry conducted by the Respondent is vitiated because the petitioner was denied of his right to have the assistance of a lawyer when the management is represented by a legally trained personnel and that itself is a prejudice against the concerned workman. This stand has not been taken earlier by the Petitioner or his defence representative, when they faced the domestic enquiry. It is not the case of the Petitioner that one such request was made to the Enquiry Officer and he denied one such opportunity to the Petitioner. Further, merely because the Management representative is said to be a legally trained personnel, it cannot be said that he is an unequal match for the defence representative. For the averment in the rejoinder that the Management representative Sri J. Hariharan, Assistant Personnel Manager is a legally trained personnel, no acceptable proof has been made by the Petitioner. The other averments in the rejoinder is only in respect of analysis of oral and documentary evidence available in the domestic enquiry against the delinquent employee merely because when the cross examination of MW1 has been done by the defence representative, after quite some time, MW1 has admitted that all the amount due to her have been paid by the delinquent employee cannot remove the concerned workman from the proved misconduct mentioned in the charge sheet which are grave as per the clauses of the Bipartite Settlement. Hence, the belated averment made through the rejoinder of the Petitioner are not tenable.

10. A perusal of the order passed by the Disciplinary Authority as well the Appellate Authority under Ex. M24 and M26 respectively shows that both the authorities have analysed the entire records and on application of their mind, have arrived at the decision they have mentioned in those orders. So both the orders of those authorities cannot said to be vitiated on any ground.

11. Admittedly, for the dismissal of the Petitioner in the year 1990 December, the dispute has been raised only in 1995. It is contended in the Respondent counter itself that there was inordinate delay on the part of the Petitioner in raising the dispute and hence the claim of the Petitioner should not be countenanced on the ground of delay, laches and inaction. No explanation is given by the petitioner/workman for the long delay in raising this industrial dispute. The Supreme Court of India has held in a case reported as 2000 1 LLR 157. The Management of M/s. Indian Iron and Steel Co. Ltd. Vs. Pragalat Singh that "when the claim was made after a long delay, without any reasonable or justifying ground and there was nothing to explain the delay on record the Tribunal cannot grant him any relief." Here, in this case also nothing on record to explain as reason for long delay by the Petitioner in instituting this dispute for the relief prayed for. Under such circumstances, it can be held that the action of the Management of Syndicate Bank, Madras in dismissing the services of Sri A. Selvaraju is legal and justified. Hence, the concerned workman is not entitled for any relief. Thus, the point is answered accordingly.

12. In the result, an Award is passed holding that the action of the Management of Syndicate Bank, Madras, in dismissing the services of Sri A. Selvaraju is legal and justified. Hence, the concerned workman is not entitled for any relief. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 21st September, 2001.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined:

On either side: None.

#### DOCUMENTS MARKED:

For the I Party/Workman : Nil.

For the II Party/Management :

Ex. No. Date Description

- M1 27-9-84 Xerox copy of the form for opening of S.B. Account No. 15553—Mrs. Dhanabakkiam introduced by Petitioner.
- M2 26-7-86 Xerox copy of the loose leaf cheque No. 460905 for Rs. 2500 S.B. Account No. 15553.
- M3 2-9-86 Xerox copy of the loose leaf cheque No. 585501 for Rs. 1000 S.B. Account No. 15553.
- M4 17-9-86 Xerox copy of the loose cheque No. 148056 withdrawal slip Rs. 700 S.B. Account No. 15553.
- M5 29-9-86 Xerox copy of the loose cheque No. 267273 withdrawal slip for Rs. 350 S.B. Account No. 15553.
- M6 31-10-86 Xerox copy of the Cheque No. 268952 for Rs. 2000—S.B. Account No. 15553.
- M7 Nil Xerox copy of the letter of Mrs Dhanabakkiam to issue loose leaf cheque to her husband and to pay of Rs. 700 to him.
- M8 Nil Xerox copy of the letter from Mrs. Dhanabakkiam to issue a loose leaf cheque to her husband and to pay cash of Rs. 350 to him.
- M9 31-10-86 Xerox copy of the letter from Mrs. Dhanabakkiam to issue cheque book.
- M10 27-9-84/13-11-86 Xerox copy of the ledger folio of Mrs. Dhanabakkiam S.B. Account No. 15553.
- M11 13-11-86 Xerox copy of the receipt issued by Respondent in counterfoil for Rs. 5120.
- M12 24-1-86 Xerox copy of the inland letter from Mr. M. Shamraj to Mrs. Dhanabakkiam.
- M14 Nil Xerox copy of the letter from Petitioner to Mrs. Dhanabakkiam.
- M14 Nil Xerox copy of the letter from Petitioner to Mrs. Dhanabakkiam.
- M15 3-12-88 Xerox copy of the complaint by Mrs. Dhanabakkiam to Respondent.
- M16 10-12-86 Xerox copy of the cheque No. 264847 signed by the Petitioner—SB account No. 14405 for Rs. 5120 without filling the column "Pay to".
- M17 27-9-84 Xerox copy of the S.B. Account No. 15553—pass book of Mrs. Dhanabakkiam.
- M18 29-9-88 Xerox copy of the charge sheet to the Petitioner.
- M19 4-1-89 Xerox copy of the enquiry proceedings.  
5-1-89  
14-3-89  
12-4-89
- M20 1-9-89 Xerox copy of the findings of Enquiry Officer
- M21 10-2-90 Xerox copy of the letter from Respondent to Petitioner enclosing findings, proposed punishment and advising to appear for personal hearing on 26-2-90.
- M22 5-10-90 Xerox copy of the letter from Respondent to Petitioner proposing punishment and advising to appear for personal hearing on 25-10-90.
- M23 6-11-90 Xerox copy of the letter from Respondent to the Petitioner informing personal hearing on 20-11-90.
- M24 24-12-90 Xerox copy of the order of Respondent dismissing the Petitioner from services of the bank.
- M25 15-2-91 Xerox copy of the submission of the Petitioner.
- M26 20-6-91 Xerox copy of the proceedings of the Appellate Authority dismissing the appeal of Petitioner.

नई दिल्ली, 19 नवम्बर, 2001

का. आ. 3326.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बेंगलूर के पंचाट को प्रकटित करती है, जो केन्द्रीय सरकार को 5-11-2001 को प्राप्त हुआ था।

[सं. एन-12012/196/93-आई. आर. (बी-II)]

सो. गंगाधरण, अवसर सचिव

New Delhi, the 19th November, 2001

S.O. 3326.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Syndicate Bank and their workman, which was received by the Central Government on 5-11-2001.

[No. L-12012/196/93-IR(B-II)]

C. GANGADHARAN, Under Secy.

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, "SHRAM SADAN", III MAIN, III CROSS, II PHASE, TUMKUR ROAD, YESHWANTHPUR, BANGALORE

Bangalore, the 11th October, 2001

#### PRESENT :

Hon'ble Shri V. N. Kulkarni, B. Com., LI: B.,  
Presiding Officer,  
CGIT-cum-Labour Court,  
Bangalore.

C. R. No. 69/93

#### I PARTY

Smt. Varamahalaxmi G. Bhat,  
Behind New Sagar Engineering Works,  
Wesley House Compound,  
G. P. Road,  
Sagar-577401,  
Shimoga District.  
(Advocate—M. Ramrao)

#### II PARTY

The Personnel Manager,  
Syndicate Bank,  
P. B. No. 1,  
Manipal-576119.  
(Advocate—Ramesh Upadhyaya)

#### AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No L-12012/96/93-IR(B-II) dated 13th December, 1993 for adjudication on the following schedule :

#### SCHEDULE

"Whether the claim of Smt. Varamahalakshmi G. Bhat that she was a workman as defined in the ID Act is correct? If so, whether the action of the Management of Syndicate Bank in terminating her services w.e.f. 3-9-92 is justified? What relief, if any, is Smt. Bhat entitled to?"

2. The first party workman was working with the management and the management of Syndicate Bank terminated her services w.e.f. 3-9-1992 and therefore, industrial dispute is raised.

3. Parties appeared and filed Claim Statement and Counter respectively.

4. The case of the first party workman is as follows :

5. It is the case of the first party that she was appointed as a Pigmy Agent by the Second Party in the Sagar Branch with effect from 14-06-1982. She worked continuously under the Second Party carrying out her duties and responsibilities to the best of her ability and to the entire satisfaction of the management.

6. It is seen from the record that an amendment was sought and certain allegations were added in the Claim Statement. By adding certain facts the nature of duties of the first party workman are stated in detail in the Claim Statement.

7. It is the further case of the first party workman that her services were terminated abruptly w.e.f. 3-9-92 without any reasons and the action of the management is illegal. She filed many representations but nothing was done by the management. Industrial Dispute was raised and the conciliation was filed. The workman for these reasons and for many other reasons has prayed to pass award in her favour.

8. The case of the management in brief is as follows :

9. The main contention of the management is that the first party was not doing any clerical work as contented by the workman. She was only an Agent and not a staff. She was paid commission and no wages as defined in the Industrial Disputes Act. The dispute is not maintainable. She was not a regular employee of the bank. She agreed under the agreement that in the event of any misconduct or on breach of any condition in the agreement the bank is at liberty to terminate the services without assigning any reason. Service conditions were not applicable to the first party workman.

10. First party workman is not an employee and there is no master and servant relationship between the bank and herself. There were lot of complaints against her. There is no violation of provisions of the ID. Act. This tribunal has no jurisdiction.

11. It is seen from the records that on behalf of the management MW1 was examined. Against this workman got examined herself. In view of the finding given by the Hon'ble Supreme Court in a decision reported in AIR 2001 SCW 749, there is no merit in the contention of the bank that the first party is not a Workman. The management has not proved the misconduct. The evidence of MW1 is not sufficient to prove the allegations.

12. Keeping in mind the principles held in the decision of the Hon'ble Supreme Court of India, the first party is a workman as defined under the Industrial Disputes Act. The evidence of MW1 is not helpful to the management to justify the action of terminating the first party from service. In view of the direction of the Hon'ble Supreme Court of India, the management has to regularise the services of the workman.

13. Taking all this into consideration I am of the opinion that the action of the management is not correct and accordingly I proceed to pass the following order :

#### ORDER

The reference is allowed. The management is directed to take her as agent and regularise the services in view of the direction of the Hon'ble Supreme Court of India.

(Dictated to PA, transcribed by her corrected and signed by me on 11th October, 2001.)

V. N. KULKARNI, Presiding Officer



नई दिल्ली, 19 नवम्बर, 2001

का. अ. 3327.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बरोडा के प्रबन्धकों के संबंध में निम्नलिखित और उनके कर्मचारियों के बीच, अनुबंध में सिद्धि औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चेन्नई के पेट को प्रस्तुत करती है, जो केन्द्रीय सरकार की 13-11-2001 को प्राप्त हुआ था।

[र. एन-12012/196/96-आई. आर. (बी-II)]

सी. गंगधरन, अवर सचिव

New Delhi, the 19th November, 2001

S.O. 3327.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chennai, as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Bank of Baroda and their workmen, which was received by the Central Government on 13-11-2001.

[No. L-12012/196/96-IR(B-II)]

C. GANGADHARAN, Under Secy.

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Thursday, the 4th October, 2001

PRESENT :

K. Karthikeyan, Presiding Officer.

INDUSTRIAL DISPUTE NO. 435/2001

(Tamil Nadu State Industrial Tribunal I.D. No. 43/97)

(In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri Ka. Panneer Selvam and the Management of Bank of Baroda, Chennai.)

#### BETWEEN

Sri Ka. Panneer Selvam I Party/Workman.

#### AND

The Zonal Manager,  
Bank of Baroda,  
Chennai.

II Party/Management.

APPEARANCES :

For the Workman : M/s. R. Ganesan, and V. Gangatharan, Advocates.

For the Management : Mr. K. S. V. Prasad, Advocate.

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947), have referred the concerned Industrial Dispute for adjudication vide Order No. L-12012/196/96/IR(B-II) dated 26-6-97.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, where it was taken on file as I.D. No. 43/97. When the matter was pending enquiry in that Tribunal, the Govt. of India, Ministry of Labour was pleased to order transfer of this case from that Tribunal to this Tribunal for adjudication. On receipt of records from that Tribunal, the case has been taken on file as I.D. No. 435/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 3630 GI/2001—21.

26-2-2001. On receipt of notice from this Tribunal, the counsel on either side present with their respective parties and prosecuted this case further.

When the matter came up before me for final hearing on 11-9-2001, upon perusing the Claim Statement, Counter Statement, the other material papers on record, upon perusing the written arguments filed on either side and this matter having stood over till this date for consideration, this Tribunal has passed the following :—

#### AWARD

The Industrial Dispute referred to in the above order of reference by the Central Government for adjudication by this Tribunal is as follows :—

"Whether the action of the Management of Bank of Baroda in dismissing the services of Shri Ka. Panneer Selvam is legal and justified? If not, to what relief the said workman is entitled?"

2 The facts of the industrial dispute between the parties are briefly as follows :—

The I Party/Workman Sri Ka. Panneer Selvam (hereinafter referred to as Petitioner) was working as a Clerk in the Erode branch of the II Party/Management Bank of Baroda (hereinafter refers to as Respondent) at his request he was transferred from Erode branch to Pethampampatti branch in June, 1987. During 1988 he was transferred to Nambiyur branch. When the Petitioner was working in Pethampampatti branch he has been assigned various clerical duties including savings bank/deposits/cash work/general ledger/profit and loss books posting/assisting for periodical balancing various ledgers/books of the bank at this branch. At the time of tallying the savings bank ledger on 28-6-88, discrepancies like alterations, additions prefixing of figures were found in the ledger folio of his S.B. Account No. 3158. The actual balance as on 28-6-88, in his S.B. Account was only Rs. 55.15 whereas he had prefixed the figure 10 before the balance of Rs. 55.15 so as to make the balance to appear as Rs. 1055.15. Based on this inflated balance due to the additions/alterations made by him subsequent withdrawals were permitted to him by the branch. On 30-4-88 he had actually withdrawn a sum of Rs. 830 from his S.B. Account, whereas he has posted the debit for Rs. 130 only. Thus he had created an excess of Rs. 700 in his Savings Bank Account. Even while posting the progressive of various S.B. ledger he had altered the figures while posting the balance/transactions and he had thus tallied the books with the general ledger with the bogus figures. He had jotted the individual balances of S.B. Accounts from various savings bank ledgers as on 30-4-88 and other dates during every subsequent month and tallied the books with alterations and additions as detailed above. For the month of July, 1988 the net credit due to him on account of his salary, was Rs. 859.70 only. Whereas the figure 1 was prefixed in the salary credit voucher by him and he posted a sum of Rs. 1,859.70 as the salary for July, 1988 with his S.B. Account. On his transfer at his request in July, 1987 from Erode branch to Pethampampatti branch the leave particulars as on date of his transfer was sent by Erode branch to Pethampampatti branch which was kept in his personal file. He had requested Pethampampatti branch Manager permission to verify the leave balance available to him in the form filed in his personal file and the Branch Manager acceded to his request and he thus, had individual access to his personal file and the leave particulars as furnished in the form sent by Erode branch and filed in his personal file. On a subsequent perusal of the personal file and leave particulars form as furnished by Erode branch, it was found that he had prefixed the figures of 12 before the actual figure of 5 days only of privilege leave balance as available with his credit as on the date of his transfer from Erode branch. He had thus altered privilege leave to the tune of 120 days not due to him at all. Thus he made the bank to sanction privilege leave in excess of his entitlement and thereby cheated the bank by fraudulently getting the privilege leave sanction, resulting in availing 34 days of excess privilege leave by him as on date. In other words, the bank had paid his salary/allowance on account of excess privilege leave availed by him by fraudulent means. The salary advance of Rs. 600 paid to him on 17-5-1988 was shown to be adjusted on 31-5-1988 by his making fake credit entry in the cash book of the day. While writing the cash book without actual recovery from

him. In order to make good the bogus credit entry, he had altered the transfer call of IBDD record (credit side) by Rs. 600 in the cash book i.e. he had altered the correct transfer amount of Rs. 10,863.40 and overwritten the same as Rs. 10,263.40. By this fake credit entry, he had sought to adjust the advance taken by him but not actually repaid by him. Again on 24-5-88, the day on which he wrote the cash book he altered the total column of profit and loss account (debit side) by Rs. 1300 by altering the correct figure of Rs. 117.40 as Rs. 1417.40. Thus inflating the amount of profit and loss (debit side) to the tune of Rs. 1300. Then he posted the entries of cash book to various accounts of general ledger on 30-5-88 he had deliberately excess cast the G.L. Savings Bank Account balance by Rs. 700 i.e. the balance after posting the day's entries of 30-5-1988. The balance was deliberately excess cast as Rs. 16,16,710.74 instead of the correct balance of Rs. 16,16,010.74. During the month of April, 1988 he had originally calculated and credited the correct amount of Rs. 98 to the S.B. Account of one of Fixed deposit holders on account of half yearly interest due to him. He had however, altered the said figure of Rs. 98 as Rs. 48 subsequently and adjusted the difference of Rs. 50 in his S.B. Account. He was advanced a sum of Rs. 2200 as an advance by Erode branch during April, 1987 on his declaring the intention to avail leave fare concession, simultaneously encashing 20 days privilege leave. Despite the repeated request/reminders, by Pethappampatti branch by this time he was transferred to Pethappampatti branch he has not submitted his leave fare concession nor repaid the advance of Rs. 2200 taken by him for the purpose of LFC even after a lapse of one and half years. By resorting to the alterations/additions in the books of the bank he had tampered with the bank's records with an ulterior motive to gain undue benefits to him. As the above acts of misconduct are a clear case of dishonesty and an attempt of defraud the bank, the Petitioner had called at the Regional Office on 16-8-1988, to enquire about the same. The Petitioner had confessed in writing that he had over drawn from his S.B. Account around Rs. 1,000. Again on 21-11-88, in his reply to Nambiyur branch letter dated 29-10-88, calling for his explanation in this regard, he had admitted that he had committed/done all the alterations/additions and also the bogus tallying of ledgers/books. Subsequently also when he submitted his reply dated 27-1-1988 in response to Nambiyur branch letter dated 12-1-1989 he had admitted that he only committed the additions/alterations and other commissions and omissions in the books of the bank. For these misconducts of the Petitioner the Disciplinary Authority of the Respondent Bank issued him a charge sheet on 30-3-89 mentioning the various acts of misconducts committed by the Petitioner and mentioning them as acts prejudicial to the interest of the bank involving the bank in a serious loss. They are gross misconducts in terms of clause 19.5 (j) of Bipartite Settlement 1966. 17 acts of misconducts have been detailed and mentioned in the charge sheet. The Petitioner was informed that a departmental enquiry to enquire into the said charges was proposed to be conducted by the Branch Manager of Bank's Tata bank branch, Coimbatore who has been appointed as Enquiry Officer. The Petitioner was asked to submit his written statement of defence for the charge sheet. A preliminary hearing was held on 29-5-89 at Coimbatore Regional Office and a regular hearing was held on 26-6-89. The Petitioner pleaded guilty to all the charges, except charge No. 12 relating to non-submission of LFC claim etc. The Enquiry Officer in his report dated 29-6-1989, held that all the charges were proved based on the charge sheet admissions of guilt by the delinquent in the enquiry proceedings. On the Enquiry Officer's report the Disciplinary Authority passed an order dated 5-8-89 proposing punishment of dismissal. Personal hearing to the Petitioner was given on 8-11-89 and a considered final order was passed on 10-11-89 giving the punishment of dismissal. Against it, the Petitioner preferred an appeal on 3-1-90 to the Appellate Authority the Assistant General Manager of South Zonal Office at Madras. A personal hearing was also given to him on 25-1-90 by the Appellate Authority. On 21-2-1990 the Appellate Authority passed his considered order upholding the order of Disciplinary Authority. Then the Petitioner raised an industrial dispute.

3. It is the averment of the Petitioner in his Claim Statement that he was not even given an opportunity to submit his explanation to the charge memorandum before the enquiry. In the enquiry proceedings the Petitioner admitted all

the charges levelled against him except one charge relating to non-submission of LFC claim and non-refund of advance taken in April, 1987. The Enquiry Officer after recording the Petitioner's confession found the Petitioner guilty of 16 charges and as regards to other charges, the Enquiry Officer found that the explanation of the Petitioner as not satisfactory and found the Petitioner the guilty of the charges. Thus, all the 17 charges came to be held to be proved by the Enquiry Officer. As per the direction of the Disciplinary Authority the Petitioner appeared for personal hearing and pleaded for any punishment other than the punishment of dismissal from Authority. Even before the Appellate Authority the Petitioner. The Disciplinary Authority passed an order dated 10-11-89 dismissing the Petitioner from bank's service. Thereafter the Petitioner preferred an appeal and on 25-1-90 the Petitioner was given a personal hearing by the Appellate Authority. The Petitioner pleaded for mercy and for very sympathetic consideration of his appeal. The Appellate Authority by an order dated 21-2-90 rejected the appeal. Thereafter the Petitioner has raised this dispute. Capital punishment imposed on the Petitioner by dismissing him from the service of the bank is disproportionate to the misconduct committed by him is excessive. Therefore, the punishment has to be interfered with by this Tribunal under section 11A of the Industrial Disputes Act, 1947. The Charges levelled against the Petitioner were minor, technical violations and they are not grave in nature and are pardonable and in any event it does not call for capital punishment of dismissal from service. Such a punishment is harsh and arbitrary. It is prayed this Hon'ble Tribunal may be pleased to pass an award holding the non-employment of Petitioner as not justified and direct the Respondent Management to reinstate the Petitioner in bank's service with all consequential benefits.

10. In the Counter Statement the II Party/Management Respondent/Bank would allege that the Petitioner was given an opportunity to submit his written statement of defence. At no point of time, he was deprived of any opportunity to defend himself. Action of the Respondent Management in awarding punishment of dismissal is correct. It is not arbitrary or harsh when viewed against the gravity of the charges. This Hon'ble Tribunal may be pleased to dismiss the industrial dispute.

6. When the matter was taken up for enquiry for final hearing neither party to this dispute has chosen to examine any witness and no document of either side was filed as exhibit. Learned counsel on either side have filed their respective written arguments.

7. The Point for my consideration is—

"Whether the action of the Management of Bank of Baroda in dismissing the services of Shri Ka. Paneer Selvam is legal and justified? If not, to what relief the said workman is entitled?"

Point :—

It is not disputed that the Petitioner/Workman Sri Ka. Paneer Selvam while working as a clerk during the year 1987 at Pathappampatti branch and in the year 1988 at Nambiyur branch of II Party/Respondent/Management Bank of Baroda had committed misconducts at various points of time under different methods including making false entries in various ledgers of the bank repeatedly. The said instances of misconduct has been mentioned in detail in paragraph 4 of the Counter Statement as 17 instances out of which 12th one refers to non-submission of leave fare concession bills even after a lapse of one and half years from the date he was given an advance. It is also admitted that the Petitioner was issued a charge sheet alleging these acts of misconducts committed by him which are classified as gross misconducts in terms of Clause 19.7 (a), (c) and (d) 19.5 (d) and (j). For the charge sheet, the petitioner/workman has submitted his defence statement. Prior to that when he was issued memos dated 28-9-88 and 12-1-89 he had submitted his explanation admitting his guilt. In the charge memo itself, he was informed about the appointment of Enquiry Officer to enquire into the matter and before the Enquiry Officer he submitted his written statement of defence. It is his contention in the Claim Statement that he was not given an opportunity to submit his explanation to the charge memo before the Enquiry Officer during the enquiry on 29-5-89.



He has also admitted in his Claim Statement that the documents were submitted in the enquiry and he admitted in the enquiry proceedings all the charges levelled against him except one charge relating to non-submission of leave fare concession and non-refund of advance taken in April, 1987 but he would say though before the Disciplinary Authority and Appellate Authority he pleaded for giving any punishment except the capital punishment of dismissal from service, they failed to consider his request and the gravity of the misconduct do not warrant such an extreme penalty for dismissal from service. He would further contend that the charges levelled against him were minor and technical violations and they are not grave in nature and are pardonable and that the punishment of dismissal from service is harsh and arbitrary. Hence, he requested this Tribunal to exercise its jurisdiction under section 11A of the Industrial Disputes Act, 1947 to interfere with the punishment awarded by the Management and modify it to lesser punishment.

8. It is contended by the learned counsel for the Respondent/Management that the Petitioner had committed various delinquencies of very grave nature amounting to gross misconduct as detailed in para 4 of the Counter Statement. The commission of those misconduct have not been denied but admitted by the Petitioner himself. The Petitioner by commission of those misconducts has misappropriated the funds and it was not the one time incident committed by him under exceptional circumstances but was done repeatedly under various points of time under different methods. Further, the Petitioner to cover up those misappropriation also went on for a long period by making false entries in various ledgers of the bank technically. All these acts of misconduct committed by the Petitioner for a length of time as misappropriation of the funds of the bank and also tampering with the records of the bank books by making false entries go to show that all these amount to gross serious major misconducts committed by the Petitioner. He has also confessed in writing that he had over drawn from his account and he had done bogus tallying of ledgers/books in the Nambiyur branch of the Respondent Bank and has admitted in writing about the commission of all these delinquencies. He has admitted so in his written explanation, he submitted for both the memos issued prior to the issuance of charge sheet and he reiterated the submission in the written statement to the charge sheet, he furnished to Enquiry Officer on 16-3-89. Only in Claim Statement he has stated for the first time that he was not given opportunity to submit his explanation to the charge memorandum before the enquiry. On the other hand, he himself has stated in the Claim Statement that he admitted the charges before the Enquiry Officer and also during the course of personal hearing by the Disciplinary Authority and Appellate Authority. But in the written argument submitted, the learned counsel for the Petitioner has stated that the Petitioner was asked to submit his explanation by the Enquiry Officer and the procedure followed by the Respondent was wrong. From the averments made on either side, it is seen that for the charge sheet dated 13-3-89 issued to the Petitioner clearly setting forth the circumstances appearing against him and required him to submit his explanation. The Petitioner has submitted his written explanation to the Enquiry Officer on 16-3-89. At that time, he was not given any other point of time, including the time when he was the Petitioner, the Petitioner has not stated that the procedure followed by the Respondent was wrong and hence, the enquiry conducted by the Respondent is wrong or vitiated. In a case reported as 1969 AIR SC 266 CENTRAL BANK OF INDIA VS. KARUNAMOY BANERJEE Hon'ble Supreme Court has held that "if the workman is found guilty upon the Management to let in a case, it will in our opinion, only be an empty formality. In such a case, it will be open to the management to examine the workman himself even in the first instance so as to enable him to offer any explanation for his conduct or to place before the Management any circumstances which will go to litigate the gravity of the offence." Here in this case, even prior to the issuance of the charge sheet to the Petitioner about his commission of misconducts he has submitted a written explanations to the memos issued to him calling for explanation for his misconduct. At that time itself, in those explanations, he has admitted the commission of those misconducts. In addition to that he has also submitted written statement of defence for the charge memo issued to him before the Enquiry Officer. So under such circumstances, the decision of the Supreme Court quoted above in the decided case is squarely

applicable to this case also. So, it is incorrect to state now at the stage of argument that the procedure followed by the Respondent as wrong. The allegation of the Petitioner in his Claim Statement that he was not even given an opportunity to submit his explanation to the charge memorandum before enquiry is incorrect.

9. The only stand taken by the Petitioner in this case with regard to the punishment imposed by the Management for the proved misconduct as disproportionate harsh and arbitrary. According to him, they were minor, technical violations. On the other hand, as it is stated by the Respondent/Management that all these misconducts committed by the Petitioner attracts a specific clause of Bipartite Settlement to treat them as grave misconduct. As per clause 19.12.(e)(3) of the first Bipartite Settlement dated 19-10-66, in view of the Petitioner's admission of commission of delinquencies, no enquiry need be held. The various commission of misconducts admitted by the Petitioner for a long period of time which amounts to misappropriation of funds of the Respondent/Bank branch, wherein he was working as a staff and also amounts to tampering of records of the bank books by making false entries cannot be considered as technical violations for minor misconducts as pleaded by the Petitioner. On the other hand, as per the clauses of the Bipartite Settlement, they are nothing but serious major misconducts for which major punishment ought to be awarded. As it is held in a case reported as 1996 LAB IC 1056 by the Supreme Court that "the amount misappropriated is not relevant. It may be small or large. It is the act of misappropriation, that is relevant."

10. The Petitioner wanted this Tribunal to interfere with the punishment imposed by the II Party Management, Respondent/Bank under section 11A Industrial Disputes Act, 1947 and to modify the punishment as a lesser punishment. It may be seen that the bank had lost its confidence in the employee, the Petitioner herein, and the misconduct committed by him was a grave one. It is not the amounts involved in the delinquencies that are materials, but the gravity of the misconduct. The delinquencies committed and admitted are gross in nature and the punishment given by the Respondent/Management by dismissing the Petitioner from service is appropriate and not disproportionate to the gravity of the offence. Further, when the bank had lost its confidence in the employee, there is no justification for directing his reinstatement in service, as it is held in the case of by the Madras High Court reported as 1991 LAB IC 244. It is also decided in the same case by the Madras High Court that "when a dismissed employee held an important position, the position of trust and confidence and when the employer lost confidence in the employee, reinstatement held to be not fair and that where the employer loses confidence in its employee who is discharging an office of trust and confidence, there is no justification for directing his reinstatement." The Andhra Pradesh High Court in a case report 2001 LAB IC 2161 V. B. RAMAN VS. LABOUR COURT ANANDAPUR AND ANOTHER has held that "the discretion of Labour Court under Section 11A of the Industrial Disputes Act, 1947 does not extend to condone serious cases of misconduct on an irrational reasoning that the amount involved in the misappropriation is faulty. Once act of misappropriation is proved may be for a small or large amount, there is no question of showing uncalled for sympathy and reinstating the employee in service. In view of proof of misconduct, the necessary consequence that Management has lost confidence that the workman would truthfully and faithfully carry on his duties and consequently, the Labour Court rightly declined to exercise the power under Industrial Disputes Act, 1947 to grant relief with minor penalty." This decision of Hon'ble Andhra Pradesh High Court is squarely applicable to the facts of this case. The Supreme Court has held in a case reported as 2001 LAB IC 2122 U.P. STATE ROAD TRANSPORTATION CORPN. VS. MOHANLAL GUPTA & OTHERS that "the employee has been found to be guilty of misappropriation and in such an event the appellant corporation loses its confidence vis-a-vis the employee, it will be made a proper nor fair on the part of the Court to substitute the findings and confidence of the employer with that of its own by allowing reinstatement. The misconduct stands proved and in such a situation, by reason of the gravity of the offence, the Labour Court cannot exercise its discretion and alter the punishment." Applying these decisions of these Courts to this case, it can be concluded that this Tribunal cannot exercise its discretion under Section 11A of Industrial Disputes Act, 1947 and alter the punishment. Hence, it is concluded

that the action of the Management of Bank of Baroda in dismissing the services of Sri Ka. Panner Selvam is legal and justified and the said workman is not entitled to any relief. Thus, the point is answered accordingly.

11. In the result, an Award is passed holding that the action of the Management of Bank of Baroda in dismissing Sri Ka. Panner Selvam from bank services is legal and justified. The concerned workman is not entitled for any relief. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 4th October, 2001.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :  
On either side : None.

Documents Marked :  
On either side : Nil.

नई दिल्ली, 19 नवम्बर, 2001

का. आ. 3328:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबंध निवाजकों और उनके कर्मचारों के बीच, अनुबध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बेंगलूर के पंचाट को प्रकाशित करता है, जो केन्द्रीय सरकार का 5-11-2001 को प्राप्त हुआ था।

[सं. एन-12012/352/95-आई. आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 19th November, 2001

S.O. 3328.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Bangalore as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Syndicate Bank and their workman, which was received by the Central Government on 5-11-2001.

[No. L-12012/352/95-IR(B-II)]

C. GANGADHARAN, Under Secy.

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BANGALORE

Dated : 24th October, 2001

PRESENT :

Hon'ble Shri V.N. Kulkarni, B.Com., LLB, Presiding Officer.

CGIT-CUM-LABOUR COURT, BANGALORE

C. R. NO. 197/97

#### I PARTY

Shri K. Srikanth,  
Ex. Pigmy Collector,  
C/o Bhat Newspaper Agent,  
Kamalapura P.O. Hospet Taluk,  
Bellary 583221  
(President-U.P. Shet)

#### II PARTY

The Zonal Manager,  
Syndicate Bank (Z.O.),  
Gandhinagar,  
Bangalore-9  
(Advocate-B.C. Prabhakar)

#### AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12012/352/95-IR B-II dated 10th February 1997 for adjudication on the following schedule :

#### SCHEDULE

"Whether Shri K. Srikanth, Ex. Pigmy Collector, Syndicate Bank, Hospet Branch is a workman under Sec. 2(S) of the ID Act, 1947? If so, whether the action of the management of Syndicate Bank in terminating his services w.e.f. 28-1-1997 is justified? If not to what relief the workman is entitled to?"

2. The first party was working with the Second Party as Pigmy Agent. He was terminated and therefore, dispute is raised.

3. Parties appeared and filed Claim Statement and Counter respectively.

4. The case of the first party in brief is as follows.

5. First party was appointed as a Pigmy Agent in Hospet Branch. He worked for 9 years. He was collecting deposits from the customers as Pigmy Agent.

6. It is the further case of the first party that he could not remit the cash collections of Rs. 884 made on 24-1-1987 due to family problem. He should have remitted the amount on the next working day i.e. 25-1-1987 and 26-1-1987 was a national holiday and therefore he could remit the amount on 27-1-1987. The allegations made by the management are not correct. He has not misused the cash collected by him. Criminal complaint was lodged under Section 408.

7. It is the further case of the workman that he was acquitted. No memo or charge sheet was issued. He was not reinstated as Pigmy Agent and the action of the management is not correct. He is a workman. First party for these reasons and for some other reasons has prayed to pass award in his favour.

8. The case of the management in brief is as follows.

9. First party was taken as Pigmy Agent and he executed an agreement which was entered into between him and the Second Party on 15-6-1978. The Second Party has no disciplinary Control over the Pigmy Agents.

10. The main contention of the management is that the first party is not a Workman as defined under Industrial Dispute Act.

11. It is the further case of the management that the first party did not deposit the amount collected by him on 24-1-1987 and therefore police Complaint was lodged and agreement was terminated on 28-1-1987. The action of the management is legal and justified. There is no master and servant relationship between the management and the first party. Management for these reasons has prayed to reject the reference.

12. It is seen from the records that MWI is examined on behalf of the management. According to his evidence, first party has applied for the post of Pigmy Agent and he was given appointment order and first party accepted the terms and conditions of Ex. M3 the agreement. He has stated the details of duties of the Pigmy Agent.

13. He has further stated that on 24-1-1987 first party collected deposit and on 25-1-1987 he has not deposited the amount. The amount collected was Rs. 884. He further said that he was not deposited the amount on 27-1-1987 also. Manager went to the house of the first party but he was not found.

14. He has further stated that first party has misappropriated Rs. 884 temporarily and therefore the management terminated the contract.

15. It is in the cross examination of MW1 that first party worked for 9 years. He also admits in his cross examination that the management has filed criminal case and the first party was acquitted. He admits in his cross examination that no charge sheet was issued and no departmental enquiry was held.

16. Against this workman gave evidence about appointment letter and the agreement in detail. He has also said he was acquitted in a criminal case. He admits in his cross examination that he was required to deposit amount on 25-1-1987 but could not deposit. He had given the explanation that he has sent the amount through his father but the manager did not accept the same.

17. I have heard the arguments of the management and the representative of the first party. First party has given Written Arguments. I have read the same carefully.

18. In view of the decision of the Hon'ble Supreme Court of India reported in AIR 2001 SCW 749, there is no merit in the contention of the management that the first party is not a Workman.

19. Now the position is that the first party is a workman.

20. It is also said by the first party in the written arguments that the amount sent by the first party was not accepted by he Manager and has not misappropriate any collection. It is in evidence that a criminal case which was filed against the first party is ended in acquittal.

21. In view of the settled law as on today the first party is a Workman. In the instant case criminal case filed against the first party ended in acquittal. The evidence of MW1 is also not sufficient to prove that the workman has not deposited the amount on the next day of collection and he has committed misappropriation.

22. Documents filed by the management are not sufficient to prove the allegation of misappropriation.

23. Taking all this into consideration I am of the opinion that the action of the management is not correct and accordingly I proceed to pass the following order :

#### ORDER

The management is not justified in stopping the services of the first party workman as Pigmy Agent. The management is directed to take him as a Pigmy Agent and regularise his services keeping in mind the principles held in the decision of the Hon'ble Supreme Court of India. Accordingly reference is disposed off.

V. N. KULKARNI, Presiding Officer

नई दिल्ली, 19 नवम्बर, 2001

का.अ. 3329 : औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूची में, केन्द्रीय सरकार इंडियन ओवरसीज बैंक के प्रबंधन के संबंध निवेदकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नई के विवाद को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-11-2001 को प्राप्त हुआ था।

[नं. एल-12012/357/95-आई आर (बी-II)]

सी. गंगाधरन, अवर सचिव

New Delhi, the 19th November, 2001

S.O. 3329.—In Pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Chennai as

shown in the annexure in the Industrial Dispute between the employers in relation to the management of Indian Overseas Bank and their workman, which was received by the Central Government on 7-11-2001.

[No. L-12012/357/95-IR(B-II)]

C. GANGADHARAN, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Monday, the 17th September, 2001

#### PRESENT :

K. Karthikeyan, Presiding Officer.

Industrial Dispute No. 422/2001

(Tamil Nadu State Industrial Tribunal I.D. No. 13/97)

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri I. Rajendran and the Management of Indian Overseas Bank, Chennai.)

#### BETWEEN

The General Secretary, : Party/Claimant  
All India Overseas Bank  
Employees Union, Chennai.

#### AND

The General Manager, : II Party/Management.  
Indian Overseas Bank,  
Chennai.

#### APPEARANCE:

For the Claimant : M/s. Aiyar & Dola & C. R.  
Chandrasekar, Advocates

For the Management : Mr. S. Kanniah & K.  
Selvaraj, Advocates

The Govt. of India Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned Industrial Dispute for adjudication vide Order No. L-12012/357/95-IR(B-II) dated 10-2-97.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, where it was taken on file as I.D. No. 13/97. When the matter was pending enquiry in that Tribunal, the Govt. of India, Ministry of Labour was pleased to order transfer of this case from that Tribunal to this Tribunal for adjudication. On receipt of records from that Tribunal, the case has been taken on file as I.D. No. 422/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of

this case to this Tribunal, with a direction to appear before this Tribunal on 23-2-2001. On receipt of notice from this Tribunal, the counsel on either side present with their respective parties and prosecuted this case further.

When the matter came up before me for final hearing on 24-8-2001, upon perusing the Claim Statement, Counter Statement, the other material papers on record, the oral and documentary evidence let in on either side and upon hearing the arguments advanced by the learned counsel on either side and this matter having stood over till this date for consideration, this Tribunal has passed the following:—

#### AWARD

The Industrial Dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows :—

“Whether the action of the Management of Indian Overseas Bank in treating the absence of Shri I. Rajendran, Record Keeper, Kumbum branch of Indian Overseas Bank as voluntary cessation of employment with effect from 19-4-1993 is justified or not? If not, to what relief Shri I. Rajendran is entitled?”

2. The averments in the Claim Statement of the I Party/Workman are briefly as follows :—

The I Party/Claimant Union (herein after referred to as Petitioner) has raised this industrial dispute espousing the cause of the workman Sri I. Rajendran. He was employed as Record Keeper in Kumbum branch of the I Party/Management Indian Overseas Bank [herein after refers to as the respondent]. He joined the services of the respondent bank as sub-staff on 16-1-1970. Later, in due course he was promoted as Record Keeper and was lastly working at Kumbum branch. Due to personal and financial problem of concerned workman he was suffering from initial stage of mental depression and amnesia. In 1992 he had periods of some memory. The mental depression and amnesia got aggravated subsequently and he had drifted away due to his illness from Kumbum leaving behind him his wife, who is not employed and his 4 daughters. The wife of Mr. Rajendran lodged a complaint with the police for tracing her husband and wrote to the Respondent/bank a letter dated 11-11-92 explaining the true position and apprising them that he might act detrimental to the family interest and requesting them that in case they receive any information she might be informed. On 22-12-92, the Respondent/bank wrote to the concerned workman which was received by his wife in his obvious absence. In that letter the concerned workman was asked to report for duty immediately. On 19-3-93, the Respondent/Bank advised the workman, which was received by his wife, giving the workman, notice in accordance with para 17(a) of Bipartite Settlement dated 10-4-89 captioned as voluntary cessation of employment. The wife of the concerned employee wrote a letter dated 22-3-93 to the Respondent/Bank, even before the letter dated 19-3-93 of the bank reached her, explaining her family difficulties and the state of penury seeking assistance by way of

an appointment for her enclosing copy of FIR and advertisement by her in Tamil daily Dinamalar dated 12-3-93 advertising the sad demise of one of their daughters besetting her husband wherever he was, to join the family, because the whereabouts of her husband was not known. On receipt of the said letter of the bank dated 19-3-1993, she replied on 12-4-93 requesting the Respondent/bank not to treat the workman as having voluntarily retired from the bank service. But she didn't get any reply from Respondent/Bank. Respondent/Bank sent a letter dated 24-4-93 which was received by the wife of concerned workman, wherein it is stated that it was deemed that the concerned workman had voluntarily retired from the bank service on his own accord with effect from 19-4-1993 and that he had no lien whatsoever on the service of the bank with effect from 19-4-93, giving a reason that the concerned workman had no intention of rejoining duty and continuing in the service of the bank. By chance the concerned workman was found in the vicinity of a temple in Trichy begging for alms, by his neighbour at Madurai, while the later was on his way to Tirupati and spoke with him. Only then, the concerned workman could regain his memory and come of his own, after his wife and his relatives took him to Madurai and gave sustained treatment. This took place in October, 1993. Since then, he was approaching Cumbum Branch and Central Office of the Respondent/Bank for reinstatement. It was without any results. In addition, the Claimant Union also have been discussing with the Respondent/Bank to reconsider his case for his reinstatement. On its failure to successfully persuade the Respondent/Bank in this regard, a dispute was raised before the Regional Labour Commissioner (Central), Chennai, where also the Respondent/Bank declined to reinstate the workman resulting in failure of conciliation. Beyond the control of the concerned workman and due to loss memory and mental depression, he could not know what he was doing. He wandered away in a state of mental depression and amnesia. He was under treatment locally for mental depression, loss of discernment and memory even before 24-9-92. He had no intention of voluntarily ceasing to be employed. This is a case of illness and should be treated as such with compassion by the Respondent/Bank. The workman had leave to his credit when he absented himself from work. The Respondent/Bank has not stated any ground for their conclusion that the concerned workman had no intention of rejoining duty. The Respondent/Bank has not considered the letter written to Cumbum Branch of the bank by the Sub Inspector of Police, G-2, Town West Police Station (Law & Order), Madurai City, certifying that the wife of Rajendran has lodged a complaint in 1992 seeking police help that her husband was missing. The bank has not considered the pathetic and pitiable condition of the member, who was living begging at a temple in Trichy, being not in a position to understand from the advertisement in a leading Tamil Daily 'Dinamalar' which was in regard to the demise of his third daughter. It was an appeal to him to return wherever he was. This could be a case of a minor misconduct of absence without leave or overstaying sanctioned leave. The concerned workman has put in unblemished and clean record of service over a period of more than two decades and the absence from duty was due to valid reasons of his mental illness over which he had

no control and therefore, invoking para 17(a) of Bipartite Settlement dated 10-4-89 is unreasonable, arbitrary and due to non-application of mind on the part of the Respondent Bank. Hence, the Hon'ble Tribunal may be pleased to pass an award quashing the order of the Respondent Bank deeming the workman as having been voluntarily retired from the bank service on his own accord with effect from 19-4-1993 and directing consequently the Respondent Bank to reinstate the workman with full back wages with all attendant benefits.

3. The averments in the Counter Statement of the II Party Management are briefly as follows :—

The concerned workman tenure of service in the bank was not upto the mark. He was very much irregular in attending the office and his attendance was very poor. In the year 1992, the concerned workman was continuously absent for a period of about four months causing great inconvenience and dislocation of the business in the bank. During the relevant period the total number of days in which the concerned workman was absent from the work are 15 days in March, 30 days in April, 31 days in May, 30 days in June, and 22 days in July, 1992. Though the Respondent Bank is entitled to take severe action for the misconduct, the bank however, took a lenient view and the concerned workman was only warned orally so as to enable him to correct himself. The concerned workman has not realised his misdeeds, but continued to behave badly. The concerned workman was again continuously absent from 14-9-92 without obtaining proper leave of absence before hand from the bank. Thus, the bank was once again put to inconvenience and dislocation of business. Later on, the bank through their letter dated 22-12-92 called upon the concerned workman to report for duty. The said letter was acknowledged by him, but he failed to rejoin duty. Under these circumstances, the bank was left with no other alternative except to invoke the provisions contained in Clause XVII of Bipartite Settlement dated 10-4-89. Accordingly, a notice dated 19-3-93 was issued to the concerned workman and called upon him to report for duty. The said notice was also acknowledged, but he has failed to report for duty and therefore, the impugned order was passed treating him as voluntarily retired from the service of the bank on his own accord. The said action of the bank is under challenge before this Tribunal. The mental illness pleaded by the Petitioner Union may not be true and the same has been made to get over the guilt. The police complaint said to have been lodged by the workman's wife was an afterthought and cooked up one. It is also a matter beyond the purview of the bank rules/provisions of the settlement and therefore, cannot be relied upon for the case of the Claimant as per bank rules. All the notices sent by the bank were received by the concerned workman and he has deliberately failed to report for duty for the reasons best known to him. The failure on the part of the workman to report for duty was deliberate and under these circumstances, the bank was justified in invoking Clause XVII (a) of the Bipartite Settlement to issue the order of voluntary retirement. The workman had no leave to his credit and at any event there is no justification on his part absenting himself unauthorisedly for continuously months together. The

concerned workman's services were neither terminated nor retrenched, but on the other hand, it was a case of voluntary cessation of work as provided under Clause XVII of the Bipartite Settlement. By the time the representation was received on 12-10-1993, the bank had already filled up the vacancy caused due to the voluntary retirement. Besides, it is also learnt that the workman after accepting the impugned order of voluntary retirement, he has gainfully employed elsewhere and therefore, the question of paying any compensation will not arise in this case. The various notices issued by the bank was acknowledged by the concerned workman then and there without delay. But he has failed to respond and report for duty as claimed by the bank. All the conditions contained in the said clause was strictly followed before passing the order. Hence, this Hon'ble Tribunal may be pleased to dismiss the claim of the Petitioner with cost.

4. When the case was taken up for enquiry, the concerned workman Sri I. Rajendran and his wife Seethalakshmi have been examined as I party witnesses. On the side of the II Party Management, one official of the bank has been examined. Documents as Ex. W1 to W8 and M1 to M8 have been marked as exhibits on the respective sides. The learned counsel on either side have advanced their respective arguments.

5. The point for my consideration is :—

"Whether the action of the Management of Indian Overseas Bank in treating the absence of Shri I. Rajendran, Record Keeper, Cumbum branch of Indian Overseas Bank as voluntary cessation of employment with effect from 19-4-1993 is justified or not? If not, to what relief Shri I. Rajendran is entitled?"

Point :—

This industrial dispute has been raised by the General Secretary, All India Overseas Bank Employees Union, Madras on behalf of the concerned workman Sri I. Rajendran, Record Keeper, Cumbum branch of the Respondent Indian Overseas Bank. Because of the absence for duty by the concerned workman, the Respondent Bank Management took action for the same and treated the absence of the said workman as voluntary cessation of employment and had passed an order dated 24-4-93 stating that the concerned workman is deemed to have voluntarily retired from the bank services on his own accord w.e.f. 19-4-1993. The xerox copy of the order is Ex. W7. This order has been challenged by the Petitioner Union as not legally tenable and it has to be quashed.

6. The concerned workman I. Rajendran was lastly working at Cumbum branch of Respondent Management Indian Overseas Bank. It is alleged in the Counter Statement of the Respondent that the concerned workman's tenure of service in the bank was not upto the mark and he was very much irregular in attending the office and his attendance was very poor. It is further alleged in the Counter Statement of the Respondent that in the year 1992 the concerned workman was continuously absent for the

period of about four months causing great inconvenience and dislocation of the business in the bank. The particulars of his absence from March, 1992 to July, 1992 have been stated as 15 days in March, 30 days in April, 31 days in May, 30 days in June and 22 days in July and that the bank took a lenient view and had warned the concerned workman orally so as to enable him to correct himself. It is further alleged in the Counter Statement that the concerned workman was again continuously absent from 14th May, 1992 without obtaining proper leave for absence before hand from the Bank and that the concerned workman had failed to rejoin duty, though he had acknowledged the receipt of letter dated 22-12-92 sent by the bank directing him to report for duty. It is further alleged in the Counter Statement that having no other alternative, except to invoke the provisions contained in Clause XVII at the Bipartite Settlement dated 10-4-89, the Respondent Management sent a notice dated 19-3-1993 to the concerned workman and called upon him to report for duty and that though he has acknowledged the receipt of that notice, he has failed to report for duty. All these averments have not been disputed by the Petitioner by filing any reply statement for the same. On the other hand, it is categorically admitted in the Claim Statement itself that due to personal and financial problems, the concerned workman was mentally affected and hence he had drifted away due to his illness, from Cumbum. Ex. W4 is the xerox copy of the notice dated 19-3-93 issued by the Respondent Bank, to the concerned workman. On the management side also the xerox copy of the 19-3-93 notice has been marked as Ex. M1. As seen from Ex. W4 and M1 the said notice has been sent by the Respondent Bank to the concerned workman under three different modes like Registered Post with acknowledgement due, certificate of posting and ordinary post. It is evident from Ex. W4 that it is the notice sent by the Respondent Bank through Certificate of Posting. Ex. M2 is the xerox copy of the returned postal cover for having sent Ex. M1 notice by Registered Post. In that postal cover, there is a postal endorsement by the Postman as 'not claimed--returned'. All the three notices of 19-3-93 have been sent to the same address of the concerned workman at Madurai. Under those notices Ex. W4 and M1 the concerned workman was advised to report for duty within thirty days from the date of that letter. Admittedly the concerned workman has not complied with the advise given by the Respondent Management in those letters. The concerned workman has stated the reason for his absence for duty as his mental illness. He has been examined as WW1 in this case. He has admitted in his evidence in chief that had not gone to the bank for work from 14-9-92. He would further say that since he was not in his sense, he had not given any leave letter for his absence and he left his house on 14-9-92 and he did not know where he had gone. It is his further evidence that his wife only told him that he was taken from Samayapuram in September, 1993 to Madurai. He would further say that he regained his memory only during November, 1999 and after that he became completely alright. In the cross examination, he has admitted that he does not remember for how many days in 1992 he had not gone for work to the bank. He would further admit that in 1994, when his wife was having a small shop in Samayapuram he was there

for two or three years. He has also admitted in cross examination that the two letters dated 12-10-93 and 16-6-94 were written by him and they are Ex. M5 and M6 respectively. He would further say that he was fully cured when he wrote the letter under Ex. M5 and what he has stated in Ex. M6 about his regaining his memory is true and correct. The wife of the concerned workman who was examined as WW2, has admitted in her cross examination that her husband had not reported for duty since 14-9-92 as mentioned in Ex. W1 and she received the original of Ex. W1 and she has sent reply under Ex. W5 for the letters she received under Ex. W1 and W2. She has also admitted that prior to Ex. W3 letter, she gave a police complaint about her missing husband. Ex. W9 is the xerox copy of the letter written by the Sub-Inspector of Police, G2 Karimedu Police Station, Madurai, to the Manager of Indian Overseas Bank Branch, Cumbum. She has also admitted that in the complaint she preferred to the police she has not mentioned that her husband is suffering from mental depression. Though it is spoken to by WW1 and WW2 that during the period of absence of the concerned workman he was taking treatment for his mental illness, no document has been produced on the side of the Petitioner in this case in support of that version. WW2 also has admitted in her cross examination that she has not produced any document into Court in support of the treatment, her husband said to have taken for his mental illness during his period of absence for duty. It is her admission further that to her knowledge, her husband had incurred a loan to the tune of nearly Rs. 1,00,000. Ex. M5 is the xerox copy of the letter dated 12-9-93 sent by the concerned workman to the Assistant General Manager, Indian Overseas Bank, Madras. Ex. M6 is the xerox copy of the mercy petition dated 16-6-1994 sent by the concerned workman to the Managing Director, Indian Overseas Bank, Central Office, Chennai. In that mercy petition Ex. M6, it is stated by the Petitioner himself that he was indebted heavily in 1992 and his friends who gave him loans have defamed him in the presence of many and when he came from the house on 14-9-92 as usual for work one of his close friends met him on the way compelled him to pay back him the loan amount on that evening itself. When this was put to WW2 in the cross examination, she has admitted as correct. WW1, the concerned workman also admitted that Ex. M5 and M6 have been written by him. He has further admitted what he has stated in Ex. M5 and M6 are true and correct and he has not filed any document to show that he took treatment for his mental illness. It is his evidence that he does not remember whether he had availed the credit facility and had drawn Rs. 200 on 5-12-92 from the Egmore branch and had drawn another Rs. 200 from Karaikudi branch on 31-12-92. A suggestion has been put to him in the cross examination for his admission that Ex. W8 is the paper publication given about the death of his daughter Viji, whereby he was asked to return home and he denied the suggestion that he left the house in good mental health and that was why Ex. W8 paper publication was given for him to come back home on seeing the death message of his daughter. He has further denied the suggestion that he had pleaded as mentally affected only for the purpose of this case and he was mentally alright. Ex. M8 is the xerox copy of the letter dated

3-6-93 by the Senior Manager of Indian Overseas Bank, Egmore, Madras to Indian Overseas Bank Salary and P.F. Section, Personnel Administrative Department by marking a copy to Industrial Relations Department. Ex. M7 is the xerox copy of the letter dated 26-5-1993 of the Deputy Chief Manager of Advance Section of Indian Overseas Bank, Regional Office, Karaikudi to the Indian Overseas Bank, Personnel Section, Regional Office, Madurai. In both these letters the concerned officers have informed the personnel section about withdrawal of Rs. 200 each on 5-12-92 and 31-12-92 from Egmore Branch and Karaikudi Main Branch respectively by purchasing withdrawal slips for Cumbum Branch S. B. Account No. 9416 of Sri I. Rajendran Record Keeper of Cumbum Branch. As it is urged by the learned counsel for the Respondent Bank that these two documents would clearly show that subsequent to 14-9-92, the concerned workman was mentally alert and alright and that was why he withdrew the said amounts from two branches of Respondent Bank during his absence for duty as it is mentioned in Ex. W7 and W8. Coupled with these two documentary evidence, the admission made by the concerned workman in Ex. M6 itself, clearly shows that the concerned workman was heavily indebted as it is admitted by his wife in her evidence and he absented for duty only to avoid facing the persons who were demanding him to pay back the loan amount advanced to him and he was not mentally ill to absent from duty. If really he was mentally ill, his wife would not have given paper publication under Ex. W8 informing her husband to return back home for the death of their child Viji on seeing that advertisement. All these things go to show that the averments of the Petitioner that he was abstained from duty only because of his mental illness cannot be accepted as true. On the other hand, there is sufficient evidence available on the side of the Respondent Management that the concerned workman was mentally alright and that was why he went to the branches of the bank at Egmore, Madras and Karaikudi to utilise the withdrawal facility and had drawn amounts in those branches of the bank, three months subsequent to his continuous absence for duty from 14-9-92. It is also the admission of the wife of the concerned workman as WW2 that in the complaint she preferred to the police about the missing of her husband, she has not mentioned that her husband was suffering from mental depression. Ex. W6 is a xerox copy of the letter dated 12-4-93 written by the wife of the concerned workman to the Industrial Relation Department, Indian Overseas Bank Central Office, Madras. In that letter itself she has requested the Management to give her the death benefits for her husband without treating his long absence as a voluntary cessation of work. As WW2, she has admitted that she had sent that reply under Ex. W6 for the letter under Ex. W4 she received from the Respondent Bank. All these things put together go to show that only to come out of the bad monetary situation due to the heavy debts incurred by the concerned workman, an attempt has been made by the concerned workman by remaining absent for duty and to avail the death benefits and having found the steps taken by him were not fruitful, the concerned workman wanted to come back to duty saying that he was not mentally alright during his absence for duty. As it has already been mentioned for his alleged mental illness, except the version of WW1 and WW2

and mentioning the same in some of the letters, no acceptable evidence has been let in to prove that the concerned workman was actually suffered from mental depression during his absence for duty. Under such circumstances, it is seen that only after taking proper steps as per the Bipartite Settlement and having found that the concerned workman has not responded for the letters of the Respondent Bank for come back to work, action has been taken against the concerned workman to treat his absence as voluntary cessation of service. Hence, under such circumstances, it can be concluded that the action of the Management of Indian Overseas Bank treating the absence of Sri I. Rajendran, Record Keeper of Cumbum branch of Indian Overseas Bank as voluntary cessation of employment w.e.f. 19-4-1993 is justified. Hence, the concerned workman is not entitled for any relief. Thus, the point is answered accordingly.

7. In the result, an Award is passed holding that the action of the Management of Indian Overseas Bank treating the absence of Sri I. Rajendran, Record Keeper of Cumbum Branch of Indian Overseas Bank as voluntary cessation of employment w.e.f. 19-4-93 is justified. Hence, the concerned workman is not entitled for any relief. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 17th September, 2001.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :

For I Party/Claimant :

WW1.—Shri I. Rajendran,

WW2.—Smt. R. Seethalakshmi.

For II Party/Management :

MW1.—Sri V. C. Ramachandran.

DOCUMENTS MARKED :

For I Party/Claimant :

Ex. No Date Description

W1 3-12-92—Xerox copy of the letter from Management to the wife of workman.

W2 22-12-92—Xerox copy of the letter from management to Workman.

W3 11-11-92—Xerox copy of the letter from the wife of workman to the Management.

W4 19-3-93—Xerox copy of the letter from Management to Workman.

W5 22-3-93—Xerox copy of the letter from the wife of workman to the Management.

W6 12-4-93—Xerox copy of the letter from the wife of workman to the Management.

W7 24-4-93—Xerox copy of the letter from Management to Workman.

W8 12-3-93—Extract of the advertisement published in Dinamalar

W9 22-8-93—Xerox copy of the police report,



For the II Party/Management :

Ex. No.	Date	Description
M1	19-3-93.	Xerox copy of letter from the Industrial Relations Department to the workman.
M2	Nil	—Returned postal cover.
M3	24-4-93.	—Xerox copy of the letter from AGM to the workman.
M4	Nil	—Xerox copy of the returned postal cover.
M5	12-10-93.	—Xerox copy of the letter from the Petitioner to the Management.
M6	16-6-94.	—Xerox copy of the letter from the Petitioner to the Management.
M7	26-5-93.	—Xerox copy of the letter from Regional Office, Karaikudi branch to the Personnel Section, Regional Office, Madurai.
M8	3-6-93.	—Xerox copy of the letter from Indian Overseas Bank Egmore Branch to Personnel Administrative Department, Central Office.

नई दिल्ली, 19 नवम्बर, 2001

का.आ. 3330: औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूच में, केन्द्रीय सरकार इण्डियन बैंक के प्रबंधन के संबंध निरीक्षणों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के विवाद को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-11-2001 को प्राप्त हुआ था।

[सं. एन-12013/2/98-आईआर (बी-II)]

सी. गंगाधरन, अवर सचिव

New Delhi, the 19th November, 2001

S.O. 3330.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Indian Bank and their workman, which was received by the Central Government on 7-11-2001.

[No. L-12013/2/98-IR(B-II)]

C. GANGADHARAN, Under Secy.

## ANNEXURE

## BEFORE THE INDUSTRIAL TRIBUNAL-I AT HYDERABAD

## PRESENT :

Sri Syed Abdullah, B.Sc., B.L.,  
Industrial Tribunal-I.

Dated, 20th day of September, 2001

Industrial Dispute No. 19 of 1999

## BETWEEN

Indian Bank Employees Association,  
through the General Secretary,  
C/o Indian Bank Zonal Office,  
Liberty Cross Roads,  
Hyderabad-500029.

Petitioner.

## AND

The Zonal Manager,  
Indian Bank Zonal Office,  
14th Floor, Liberty Praza,  
Himayatnagar, Hyderabad.

Respondent.

## APPEARANCES :

Sri K. Ashok Rama Rao, Advocate for the Petitioner.

Sarvasri P. R. Prasad, C.V.V. Prasad and N.A. Ramachander Murthy, Advocates for the Respondents.

## AWARD

The Government of India, Ministry of Labour, by its letter No. L-12013/2/98/IR(B-II), dt. 8-1-1999 in exercise of powers conferred in Clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 referred this dispute to this Tribunal for adjudication between the workmen and the Management on the issue mentioned in the schedule noted below :

“Whether the action of the management of Indian Bank, Guntur in not absorbing the services of Shri D. Gouri Shankar, Casual Labour in the services of the management with consequential benefits is justifiable? If not, to what relief the workman is entitled to?”

After the appearances of the parties, they filed their respective pleadings.

2. In brief the claim statement averments filed by the Employees Association are as under :

The aggrieved workman was working as Attender (Sub-Staff) Brodipet, Guntur who has long length of service. The Association has espoused the cause of the workman submitting a representation before the Assistant Labour Commissioner (Central), Hyderabad, seeking regularisation of the service of the workman in the respondent Bank. The conciliation proceedings took place on 22-10-1997 before the Conciliation Officer. However, the proceedings ended in failure and consequently, the report was submitted to the Government by the Labour Commissioner and on that the reference is made to this Tribunal for adjudication. The workman had to be regularised as Sub-staff in the Respondent Bank with all back wages and consequential benefits by virtue of Section 25B of the I.D. Act. The workman is qualified for the post of Sub-staff. So he made an application at Patnam Bazar Branch, Guntur for the Sub-staff post and his offer was accepted and joined the job in Patnam Bazar Branch, Guntur and where he continuously worked till 17-1-1992. Thereafter, he was shifted to Brodipet



Branch, Guntur on a permanent vacancy of Y. Venkateshwar Rao on 18-1-1992 and since then working continuously and discharging duty. He worked continuously for more than 240 days in a calendar year and till this date, he has been working there under Section 25B of the I.D. Act. The Executives have engaged personal drivers to whom salaries are paid by the Executives. The driver of the Executive, who worked for five years, were absorbed by the Respondent Bank, whereas the service of the workman was not regularised which amounts to discrimination. Hence to grant the relief as prayed for.

3. The Respondent Management filed its counter and in brief the averments made are as under :

The workman was neither engaged nor authorised for such engagement. He was engaged to attend to miscellaneous work as and when there was necessity. In fact, there was a ban imposed on empanelment of temporary sub-staff in the year 1990 itself, giving the guidelines for appointment of Sub-staff in the Bank. So the question of engagement of the workman from 22-8-1991 does not arise. As per the guidelines and on the basis of the seniority of the persons selection and kept in the panel of temporary sub-staff only, to be appointed. The requisition has to be sent to the Employment Exchange, calling for the list of eligible candidates. So also permission is to be obtained before processing the selection. The three members consist of Regional Manager would make selection of such candidates and submit the merit list to the Appointing Authority. Whenever there is a leave vacancy or exigency of service, persons from temporary sub-staff panel, on the basis of seniority, would be engaged by the Branch Manager. The Branch Manager has no authority to make any appointment. The Zonal Manager is the only competent person. Mere grounds of sympathy or the requisite qualifications, do not warrant any consideration from granting the relief. Mere work for continuous period of 240 days purely on casual basis, does not entail the petitioner for absorption. The terms of BPS item Nos. 20.8 and 20.12 cannot be attributed to this case as the Petitioner is not in the temporary panel. Hence prayed to dismiss the claim.

4. The point for adjudication is whether the Petitioner is entitled to relief of regularisation of the services as prayed for ?

5. To substantiate the claim, the workman was examined himself as W.W.1 and reiterated the facts contained in the claims statement by filing Exs. W1 to W12. Two more witnesses W.W.2 and W.W.3 examined to corroborate him. W.W.2 working as Clerk in Brodipet Branch, deposed that W.W.1 joined in the Branch in June, 1995 and worked as Sub-staff attending to sweeping of the premises and also to carry ledgers from one table to another. WW3 is working as Sub-staff in Indian Bank, Medpalli, R. R. District. Prior to his absorption, he discharged the duties as Driver attending to the personal driving of the Executive in which post he joined in 1991. Thereafter he applied for regular service and in 1997 he was absorbed in the post.

6. The rebuttal evidence on the side of the Respondent, examined M.W.1 to M.W.3 and through them Exs. M1 to M8 documents were filed.

7. M.W.1 Senior Manager of Indian Bank, Brodipet, Guntur deposed that the appointing authority of sub-staff is only Zonal Manager. The workman was never appointed as temporary sub-staff muchless any permission was obtained from the Zonal Manager. There is no vacancy in his Branch of Sub-staff post. WW1 have been engaged for miscellaneous work in the Branch and his wages are paid once in two days on the basis of daily wages. Only regular employees of the Bank will be members of the Employees Union. The Personal Drivers of the Executives were absorbed as per the settlement between the union and the Management.

8. M.W.2 Senior Regional Officer, Indian Bank, Vijayawada deposed that as per the Staffing Pattern the sanctioned post of Sub-staff are three inclusive of Armed Guards. There are no other vacancies of sub-staff in the branch. When WW1 approached him, he engaged him for miscellaneous work on daily wage of Rs. 15.00 or so. Without any appointment order, any approval by the Regional Officer, Zonal Office the Branch Manager has no power to appoint. The procedure for appointing sub-staff which was taken from the temporary panel prepared on the basis of selection.

9. The grievance of the workman is that though he has been working as Attender (Sub-staff) from a long time in the respondent bank, Brodipet, Guntur his services have not been regularised, whereas the personal drivers of the executives who have worked for 5 years were absorbed by regularising their services by showing discrimination by the management. The management took the stand that the workman was engaged unofficially to attend to the miscellaneous work on payment of daily wage of Rs. 15 and as a matter of right he cannot seek relief to absorb or to regularise in the bank. It is contended that the appointment of sub-staff is by selection for which there is a separate procedure which had to be approved by the regional or zonal office and that the branch manager of any branch cannot appoint any sub-staff and such persons who have no eligibility cannot claim for regular appointment under the rules and regulations.

10. From the evidence of MW2 it is clear that workman (WW1) was engaged on daily wage of Rs. 15 unofficially so as to attend to the miscellaneous work in the Bank and as per the staffing pattern the sanctioned strength of Sub-staff are only 3 in the Indian Bank, Vijayawada Branch and there is a separate procedure for appointing sub-staff who will be selected from the temporary panel of staff working in the vacancies.

11. As far as the merits of the case are concerned the facts are crystal clear that the workman (WW1) was engaged unofficially on daily wage payment of Rs. 15 to attend to miscellaneous work in the bank and that no appointment orders was given to him. It is also clear from the evidence that there was given to him. It is also clear from the evidence that there was no vacancy of sub-staff or that he was posted in any leave vacancy. In respect of the appointments and

selection of sub-staff in the nationalised bank a procedure has been laid down and it is being followed entering into an agreement with the union by entering into a bipartite settlement. In spite of existence of bipartite settlement, it is not known how the employee union could espouse the cause of workman herein, especially when he is not a temporary worker of the respondent bank. After all he was engaged on daily wages and by such arrangement he cannot claim any rights for absorption or regularisation. Individually, the branch manager of a bank has no right to appoint any person as sub-staff. There is nothing on record to show that at least the engagement of WW1 on daily wages was informed to the Regional Officer or Zonal Office for approval. Unless any employee is working on temporary basis, he cannot claim for absorption and to see for regularisation of the services in the Banks. Merely because WW1 had attended to the miscellaneous work in the respondent's bank he cannot be considered as a temporary sub-staff so as to include him in the panel of temporary staff to make him eligible for the selection and to keep in the future vacancies. The law is very much settled that even a person who was engaged on contract basis is also not entitled for continuation in service, where the services of such workman are discontinued still he does not amount to retrenchment attracting Section 25(F) of I.D. Act. This aspect was made clear in Himanshu Kumar Vidhiarthi vs. State of Bihar 1998 2 LLJ page 15.

12. On consideration of the factual and legal aspects discussed above, the petitioner is not entitled for the relief.

13. In the result, an award is passed dismissing the claim as not maintainable.

Dictated to the Shorthand Writer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal on this the 20th day of September, 2001.

SYED ABDULLAH, Industrial Tribunal-I

#### APPENDIX OF EVIDENCE

##### Witness Examined for Petitioner/Workman :

WW1 D. Gowrisankar.

WW2 M. Raghavendra Rao.

WW3 B. Mallesh.

##### Witness examined for Respondent/Management :

MW1 K. Ramasubbarao.

MW2 V. Lakshminarasayya.

MW3 Ch. V. Ramana Murthy

##### Documents marked for the Petitioner :

Ex. W1/11-8-92—Xerox copy of the Bank's letter.

Ex. W2—Xerox copy biodata of WW1.

Ex. W3—Xerox copy of Enquiry.

Ex. W4—Nationality Certificate (xerox copy).

Ex. W5—Xerox copy of Caste Certificate.

Ex. W6—Xerox copy of T.C. of WW1.

Ex. W7—Letter to the Union by WW1.

Ex. W8—Representation of the Union to ALC (C).

Ex. W9—Letter of the Union to ALC (C).

Ex. W10—Minutes of conciliation.

Ex. W11—Statement of salary paid to WW1 22-8-91 to 30-4-99.

Ex. W12/8-5-57—Xerox or order issued to Sri B. Mallesh (Temp. Sub-staff) Reg-Regularisation.

Ex. W13/6-9-97—Letter addressed by the Senior Manager.

##### Documents marked for Respondent :

Ex. M1/30-9-78—Xerox copy of instruction recruitment through Employment Exchange.

Ex. M2/16-8-90—Xerox copy of instruction recruitment through Employment Exchange.

Ex. M3/4-3-83—Comprehensive instructions regarding engagement of sub-staff in leave vacancies.

Ex. M4/28-1-88—Circular to the Zonal Manager by the Bank Regarding appointment of sub-staff.

Ex. M5/28-12-94—Circular of the bank regarding engagement of person during leave vacancies of permanent sub-staff.

Ex. M6/26-5-95—Circular of the bank regarding engagement of person during leave vacancies of permanent sub-staff.

Ex. M7/5-7-94—Copy of the settlement.

Ex. M8/16-2-98—Copy of the order in W.P. No. 189/98/97 batch.

नई दिल्ली, 19 नवम्बर, 2001

का.मा. 3331.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वये, में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधक के मध्य नियोजकों और उनके कर्मचारों के बीच, अन्वये में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बैंगलोर के पंचाद को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-11-2001 को प्राप्त हुआ था।

[सं. एन-12013/17/98-आई आर (बी-11)]

सी. गंगाधरन, अवर सचिव

New Delhi, the 19th November, 2001

S.O. 3331.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Syndicate Bank and their workman, which was received by the Central Government on 5-11-2001.

[No. L-12013/17/98-IR(B-II)]

C. GANGADHARAN, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated, 16th October, 2001

#### PRESENT :

Hon'ble Shri V. N. Kulkarni, B. Com., LLB.,  
Presiding Officer,  
CGIT-cum-Labour Court,  
Bangalore.

C.R. No. 103/98

#### I PARTY

The General Secretary,  
Syndicate Bank Staff Association,  
Ananda Rao Circle,  
Bangalore-560009.  
(Advocate—A. Srinivasa Aise)

#### II PARTY

The General Manager (P),  
Syndicate Bank,  
Head Office,  
Manipal-576119.  
(Advocate—R. Upadhyaya)

#### AWARD

1. The Central Government by exercising the powers conferred by clause (d) of Sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12013/17/98/IR(B-II) dated 14th December, 1998 for adjudication on the following schedule :

#### SCHEDULE

"Whether the management of Syndicate Bank is justified in imposing the punishment of reduction in basic pay by two stages upon Shri Narayana Naik, Ex. Cashier and present Special Assistant, Indi Branch? And whether the management of Syndicate Bank is justified in denying the workman back wages, continuity of service and other consequential benefits after reinstating him. If so, what relief Shri B. Narayana Naik is entitled to?"

2. The General Secretary of Syndicate Bank Staff Association has raised this dispute. Workman is still working with the Management. The management imposed the punishment of reduction in basic pay by two stages upon the workman, Ex. Cashier and now Special Assistant in the bank and denied the back wages and continuity of service and other consequential benefits after reinstatement. Therefore, Industrial Dispute is raised.

3. Parties appeared and filed Claim Statement and Counter respectively.

4. The case of the first party union is as follows :

5. The workman joined the Second Party Bank in the year 1970 at New Delhi and thereafter he was transferred to Bangalore in the year 1978. He worked in various branches at Bangalore. He was the Secretary of the Association. Charge sheet was issued and enquiry was held. The charge against the workman is that while working as Cashier at Balepet, Bangalore Branch on 27-12-93 had handed over a sum of Rs. 7.20 lacs to Shri V. V. Nayak, Sub-Manager of the branch and that Shri V. V. Nayak, Sub-Manager handed over a sum of Rs. 50,000 to another cashier Shri B. G. Chandrashekar and thereafter Shri V. V. Nayak handed back to the first party employee one cut note packet of Rs. 50 denomination amounting to Rs. 5000 for exchange but the first party employee did not replace/exchange that packet to Shri V. V. Nayak, the Sub-Manager, with the result there was shortage of cash amounting to Rs. 5000 in the hands of Shri V. V. Nayak, first party employee did not return the packet of Rs. 5000 and that finally Shri V. V. Nayak had to make good the shortage to tally the cash for the day and that the first party employee has committed the gross misconduct of doing acts prejudicial to the interest of the Bank vide clause 19.5(j) of the Bipartite Settlement.

6. It is the further case of the first party union that the charges are not correct.

7. Regarding enquiry, it is said that the enquiry is not properly held and the finding of the Enquiry Officer is not proper and no full opportunity was given to the workman. Details are given in paras 5 and 6 of the Claim Statement.

8. It is also said that the principles of Natural Justice were not complied with by the Enquiry Officer. No opportunity was given to defend the workman properly. The workman was the General Secretary and therefore the workman was harassed. The union for these reasons and for some other reasons has prayed to pass award in its favour.

9. The case of the Second Party in brief is as follows :

10. The case of the management is that Shri B. Narayana Nayak, first party workman was working at Balepet Branch and while working as Cashier on 27-12-1993, he handed over Rs. 7,20,000 to Shri V. V. Nayak, Sub-Manager for the purpose of remittance to Currency Chest. Out of this amount Shri V. V. Nayak returned a packet of cut notes of Rs. 50

denomination amounting to Rs. 5000 for exchange to the first party. The first party did not replace/exchange that packet to Shri V. V. Nayak and as a result there was a shortage of cash amounting to Rs. 5000. In spite of repeated instructions the first party did not return the amount of Rs. 5000 to the Sub-Manager. Finally the Sub-Manager had to make good the shortage to tally the cash for the day. Workman committed misconduct. Charge Sheet was issued and enquiry was held.

11. Regarding enquiry it is contended in detail by the management in paras 4, 6, 6 and 7 stating that the enquiry is fair and proper and full opportunity was given to the first party workman to defend himself and all the allegations are not correct.

12. Infact the misconduct committed by the first party workman is grave and deserves the punishment of dismissal but maximum leniency has been shown to the first party. The management for these reasons and for some other reasons has prayed to reject the reference.

13. It is seen from the records that the management examined MW1, Mr. K. B. Narihar Rao. None was present for the first party and therefore arguments were heard. This tribunal by its order dated 28th June, 2001 held that the Domestic Enquiry is fair and proper and thereafter the matter was posted for arguments.

14. I have heard both sides in detail. I have perused all the documents and considered the Written brief filed by the first party.

15. Now that the DE is held as fair and proper, this tribunal has little discretion to interfere with the punishment imposed by the management wholly when minor punishment is imposed. There are decisions of High Court of Karnataka to this effect and also the decisions of Hon'ble Supreme Court of India.

16. Keeping in mind this we will have to see whether this Tribunal under Section 11A after holding that the Domestic Enquiry is fair and proper can invoke the provisions of Section 11A of the Industrial Dispute Act. In the written arguments the first party union has again said in so many terms that the enquiry is not correct and the report of the Enquiry Officer is perverse. Nothing is pointed out from the material before me to say that the finding of the enquiry officer is perverse.

17. It was argued by the representative of the workman that according to the document No. 93 of the enquiry, notes amounting to Rs. 7,20,000 were issued. Even according to the document at Page No. 97, a sum of Rs. 7,20,000 was received and the figures of that day tallied and therefore, the contention of the management that the workman gave short amount to the manager is not correct.

18. There is no merit in the arguments of the representative of the first party because Shri V. V. Nayak gave a packet of Rs. 50 denomination for replacement of a cut note around 2 PM on 27-12-1993

to first party workman and that it was never returned by the first party workman back to Shri V. V. Nayak. This contention of the management is correct on the basis of the material before me. The finding of the Enquiry Officer is not perverse.

19. I have considered all the documents carefully. Much was argued about document MEX. 8 and MEX. 11 by the first party representative. But in my opinion the Enquiry Officer on the basis of the material before me has rightly come to the conclusion. and the finding is based on the evidence.

20. I have given my best consideration to the documents referred by the workman and ledger book and I am of the opinion that the misconduct is proved.

21. It was submitted by the learned counsel for the management that during the enquiry MEX 8 was not relied by the management at all.

22. Taking all this into consideration I am of the opinion that there are no good grounds to interfere with the punishment imposed by the management that too in the instant case minor punishment is imposed for proved misconduct. Accordingly I proceed to pass the following order :

#### ORDER

The reference is rejected.

(Dictated to PA transcribed by her corrected and signed by me on 16th October, 2001.)

V. N. KULKARNI, Presiding Officer

नई दिल्ली, 19 नवम्बर, 2001

का.आ. 3332.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एल.आई.सी. ऑफ इण्डिया के प्रबंधन के संबंध नियोक्तों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बैंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-11-2001 को प्राप्त हुआ था।

[सं. एन-17012/12/93-आई आर (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 19th November, 2001

S.O. 3332.—In Pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the annexure in the Industrial Dispute between the employers in relation to the management of LIC of India and their workman, which was received by the Central Government on 12-11-2001.

[No. L-17012/12/93-IR(B-II)]

C. GANGADHARAN, Under Secy.

## ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT  
"SHRAM SADAN"III MAIN, III CROSS, II PHASE, TUMKUR  
ROAD, YESHWANTHPUR, BANGALORE

Dated : 5th November, 2001

## PRESENT :

Hon'ble Shri V. N. Kulkarni, B.COM, LLB,  
Presiding Officer,  
CGIT-cum-Labour Court, Bangalore.  
C.R. No. 50/93

## I PARTY

Shri K. Lokanath Raju,  
No. 162, V. Main Road,  
II Stage, II Phase,  
Mahalakshimpuram,  
Bangalore-560 086  
(Secretary-L.S.L. Sastry).

## II PARTY

The Sr. Div. Manager,  
LIC of India (Div. Office),  
Personnel Department,  
J. C. Road,  
Bangalore-560 009.  
(Advocate-M. L. Vishveswariah)

## AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-17012/12/93-IR (B-II) dated 26th August, 1993 for adjudication on the following schedule:

## SCHEDULE

"Whether the action taken by the management of LIC of India in terminating the services of Shri Lokanath Raju is justified? If not, what relief he is entitled to?"

2. The First Party was working as Sub Staff on daily wages. He was terminated and therefore Industrial Dispute is raised.

3. Parties appeared and filed Claim Statement and Counter respectively.

4. The case of the first party in brief is as follows :

5. It is the case of the first party that he was appointed in January 1986 as an Attender in the office of the Second Party in the pay scale of Rs. 450. It is true that the job was purely on temporary basis on monthly rate. He has also stated about the working hours and duties in the Claim Statement.

6. The management all of a sudden has not allowed him to discharge his duties and there is no termination order. He made several representations but nothing was considered. The action of the management is not correct.

7. It is the further case of the first party that he has given consolidated wages of Rs. 450 per month. First party for these reasons and for some other reasons has prayed to pass award in his favour.

8. The case of the second party in brief is as follows:

9. It is the case of the management that the first party was engaged by the second Party as a Coolie intermittently to attend the casual jobs in one of its branch office at Bangalore between 2-5-86 to 9-6-88. His services were availed as and when there was work. He was paid coolie on the day on which he used to work. The action of the management is correct. There is no merit in the dispute raised by the first party. Management for these reasons and for some other reasons has prayed to reject the reference.

10. I have heard both sides in detail and perused the written arguments carefully.

11. It is seen from the records that management examined one Mr. M. S. Sreenivasan, Administrative Officer. His evidence is that the first party was engaged as Coolie from May 1986 to June 1988 and he was appointed intermittently. He was not doing coolie work. Payments were made by taking signature on the vouchers. Twenty Eight vouchers are produced by the management.

12. He has further stated that for recruitment of Class IV regular appointment, there are recruitment rules and the rules are produced. He is cross examined at length.

13. MW1 states in his cross examination that they have employed persons who have fulfilled the conditions laid down at page 4 of Ex. M31.

14. I have carefully considered Ex. M31. I have also carefully perused the recruitment rules. It is in the cross examination of MW1 that the Hon'ble Supreme Court advised the management to implement the compromise entered between the union and the management.

15. It is also said by MW1 that a circular was issued on 14-3-89 and it is Ex. M31.

16. Against this we have the evidence of workman and according to his evidence he says that he joined the services in the year 1986 as a Sub Staff. It is in evidence that first party worked from 1986 to 1988. He has given representations.

17. It is true that the deposition of WW1 is not signed by the Presiding Officer. Now from the evidence of MW1 itself it is clear that the workman has worked from 1986 to 1988. According to Ex. M31 number of workmen were taken into regular employment. There are certain conditions. The management has not proved that the first party has not worked continuously for more than 240 days in any year. The vouchers produced are not sufficient to believe the case of the management because all the vouchers are not produced.

18. In view of the long service of the first party and the fact that some of the workmen are regularised, the action of the management so far as first party is concerned is no proper. MW1 has categorically stated in his cross examination that they have employed persons who fulfilled conditions laid down at page 4 of Ex. M31

10. In view of evidence and documents I am of the opinion that the first party workman can be regularise if he fulfils the necessary qualifications and rules permit to do so. Accordingly I proceed to pass the following Order.

### ORDER

The reference is partly allowed. The management is directed to reinstate the first party as sub staff if he fulfils the required qualifications and guidelines/permit, he may be regularised. No other benefits are given.

(Dictated to PA transcribed by her corrected and signed by me on 5th November 2001).

V. N. KULKARNI, Presiding Officer

नई दिल्ली, 19 नवम्बर, 2001

का.अ. 3333.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कॉरपोरेशन बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण वैंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-11-2001 को प्राप्त हुआ था।

[सं. एल-12012/157/96-आई आर (बी-II)]

सी. गंगाधरण, अवसर सचिव

New Delhi, the 19th November, 2001

S.O. 3333.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Bangalore, as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Corporation Bank and their workman, which was received by the Central Government on 12-11-2001.

[No. L-12012/157/96-IR(B-II)]

C. GANGADHARAN, Under Secy.

### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT "SHRAM SADAN"

III MAIN, III CROSS II PHASE, TUMKUR ROAD, YESHWANTHPUR, BANGALORE

Dated 5th November, 2001

PRESENT :

Hon'ble Shri V. N. Kulkarni, B.Com., LLB., Presiding Officer.

CGIT-CUM-LABOUR COURT

BANGALORE

C.R. No. 230/97

### I PARTY

R. Srinivasa,  
C/o Kunnappa,  
No. 27, Cubbonpet,  
1st Cross,  
Bangalore 560002  
(Advocate—Mohamed Nasiruddin)

### II PARTY

The General Manager,  
Industrial Relations,  
Corporation Bank,  
Head Office,  
M. T. Road,  
P. B. No. 88,  
Mangalore-575001

(Advocate—Pradeep S. Sawkar)

### AWARD

1 The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12012/157/96/IR(B-II) dated 16th May, 1997 for adjudication on the following schedule :

### SCHEDULE

"Whether the management of Corporation Bank is justified in dismissing Shri R. Srinivasa, Peon, Bangalore City Branch from Service w.e.f. 28-9-1993? If not, to what relief the workman is entitled?"

2. First party was working with the Second Party. First party committed misconduct. Charge sheet was issued and enquiry was held against the first party. On the basis of the enquiry report first party was dismissed from service and therefore, Industrial Dispute is raised.

3. Parties appeared and filed Claim Statement and Counter respectively.

4. The case of the first party in brief is as follows :

5. First party has joined the services of the second party as an Attender on 6-6-1986 and he was confirmed in the month of December, 1986. He was placed under suspension by an order dated 22-1-1992. The allegations made against him are not correct. He has not committed any misconduct.

6. Regarding enquiry so many contentions are taken up by the first party and has submitted that the enquiry is not fair and proper and full opportunity was not given to him.

7. It is the further case of the first party that the punishment is not correct.

8. First party for these reasons has prayed to pass the award in his favour

9 The case of the Second Party in brief is as follows :

10 It is true that the first party was working as a Peon in the Bank. He was placed under suspension by the competent authority because he had clandestinely removed Rs. 10,000/- from the cash handled by Smt. Chandra Prabha and subsequently remained absent from duty unauthorisedly.

11. On 21-10-91, the first party was attached to the Cash Department and he was required to stitch cash packets. Smt Chandra Prabha was working in the said branch and the first party clandestinely removed a sum of Rs. 10,000/- from the cash handled by Smt. Chandra Prabha and remained absent. The explanation given by the first party is not correct.

12. Regarding enquiry it is said in so many terms that the same is fair and proper and full opportunity was given to the first party to defend himself and all the allegations made by the first party are not correct. Second Party for the reasons and for some other reasons has prayed to reject the reference.

13 It is seen from the records that the management has examined MW1 to prove that the domestic enquiry is fair and proper. MW1 has given detailed evidence regarding the enquiry conducted by him. From the evidence of MW1 it is clear that very systematically enquiry is conducted.

14 Against this workman got examined himself and has stated that enquiry conducted is not correct and full opportunity was not given to him to defend himself.

15. It is seen from the records that this tribunal by its order dated 24th August, 2001 has held that the DE is fair and proper. I have heard both sides in detail and I have read the decisions given by the first party.

16. It is seen that in the Written Arguments, first party has repeatedly said so many things in respect of enquiry and submitted that the enquiry is not fair and proper. The fact that there is a finding that the DE is fair and proper will not help the first party now again to challenging the DE.

17. Now in view of the finding on Domestic Enquiry the first party has to convince this tribunal that the finding of the enquiry officer is perverse and the report of the enquiry officer is not based on the evidence adduced before him.

18. I have carefully perused the evidence and proceedings of the enquiry. According to the management, he removed Rs. 10,000/- and misappropriated the amount. The Enquiry Officer considered the entire evidence and the documents relied by the management and has come to correct conclusion and there is nothing to say that the finding is perverse.

19. The learned counsel appearing for the second party has relied the following decisions :

- (i) 1995 (1) I.L.J. Kar (DB) = 1995(1)LLJ 233(SB)
- (ii) AIR 1998 SC 2311 = 1998 Lab IC 2514
- (iii) 1996 Lab IC 1056 (SC)
- (iv) JT 1998 (9) SC 37
- (v) JT 1989 (2) SC 132
- (vi) 1987 Lab IC 77
- (vii) AIR 1997 SC 2661
- (viii) AIR 2000 SC 3028
- (ix) 2000(II) LLJ 1395 (SC)
- (x) 2001(1) LLJ 1330 (SC)
- (xi) 2000(II) LLJ 1367 (Kar)
- (xii) 1999 (II) LLJ 155
- (xiii) ILR 2001 KAR 2914
- (xiv) ILR 2001 KAR 2650

20. I have read them very carefully. Keeping in kind the principles held in the above decisions of the Hon'ble Supreme Court of India and High Court of Karnataka, this tribunal after holding that the DE is fair and proper cannot go in to the question on imposition of punishment and invoke the provisions of Section 11 A to show sympathy towards the workman, unless it is established that the finding is perverse.

21. I have read the decision relied by the first party reported in AIR 1985 Supreme Court 1121. The facts of the case on hand are quite different from the facts of the decision.

22. I have already said that the finding of the Enquiry Officer is based on the evidence and it is not perverse.

23. Taking all this into consideration I am of the opinion that there are no grounds to interfere with the punishment imposed by the management for the misconduct of misappropriation which is proved. Accordingly I proceed to pass the following order :

#### ORDER

The reference is rejected.

(Dictated to PA transcribed by her corrected and signed by me on 5th November, 2001).

V. N. KULKARNI, Presiding Officer

नई दिल्ली, 21 नवम्बर, 2001

का. प्रा. 3334:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यको बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय जोधपुर के पंजाब को 3630 GI/2001—23.

प्रकाशन करती है, जो केन्द्रीय सरकार को 19-11-2001 को प्राप्त हुआ था।

[गं. एल-12012/158/99-आई आर (बी-II)]

सी. गंगधरण, सचिव सचिव

New Delhi, the 21st November, 2001

S.O. 3334.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of Industrial Tribunal/Labour Court, Jodhpur as shown in the annexure in the Industrial Dispute between the employers in relation to the management of UCO Bank and their workman, which was received by the Central Government on 19-11-2001.

[No. L-12012/158/99-IR(B.II)]

C. GANGADHARAN, Under Secy.

अनुबंध

औद्योगिक विवाद अधिकरण एवं श्रम न्यायालय जोधपुर  
पीठासीन अधिकारी: श्री राजेन्द्र कुमार चाचाणु आर. एच. जे. एम  
ओ. वि. (केन्द्रीय) सं. 06/2000

श्रीमती लीला पार्ट टाइम स्वीपर जरिये दी स्टेट प्रेसिडेन्ट यू. को.  
बैंक स्टाफ एसोसिएशन परबला भवन माधोबाग, जोधपुर।

प्रार्थी

बनाम

दी रिजनेल मैनेजर, यू. को. बैंक डिबीजनल ऑफिस 6-79 शास्त्री-  
नगर जोधपुर।

अप्रार्थी

उपस्थिति:

प्रार्थी की ओर से श्री विजय मेहता प्रतिनिधी  
अप्रार्थी की ओर से श्री जे. के. शर्मा प्रतिनिधि

अधिनियम

दिनांक 01-9-2001

भारत सरकार के श्रम संचालन ने अपनी अधिसूचना  
क्रमांक एल. 12812/158/99 दिनांक 10-11-99 से  
निम्न विवाद वास्ते अधिनियम इस न्यायालय को प्रेषित  
किया है:

“Whether the action of the management of UCO Bank, Jodhpur for non-payment of 1/2 scale wages to Smt. Leela, Part-time Sweeper w.e.f. March, 1994 is legal and justified? If not, to what relief the concerned workman is entitled?”

उक्त रेकॉर्ड प्राप्त होने पर पक्षकारों के जरिये नोटिस  
आवृत्त किया गया, प्रार्थीया ने अपना मांग-पत्र प्रस्तुत किया  
जिसका जवाब अप्रार्थी ने प्रस्तुत किया, प्रार्थीया ने अपना  
शपथ-पत्र प्रस्तुत किया तथा अप्रार्थी ने जवाब के समर्थन में  
बी.एल. मावे का शपथ-पत्र प्रस्तुत किया तथा आज यह

प्रकरण प्रार्थीना में जिरह हेतु सुनिश्चित था। आज प्रार्थीना हाजिर नहीं है जिस पर प्रार्थीना की सक्षम समान की गई, चूंकि प्रार्थीना की सक्षम समान की जा चुकी है अतः दिवशी कोई साक्ष्य पेश करना नहीं चाहते। ऐसी अवस्था में प्रार्थीना की कोई कानूनी साक्ष्य नहीं होने के कारण प्रार्थीना अपने मांग-पत्र को सक्षम साक्ष्य से सिद्ध नहीं कर पाई है। ऐसी अवस्था में इस प्रकरण में कोई विवाद नहीं रह जाते का अधिनियम (नॉ डिस्प्यूट एवार्ड) पारित किया जाता है।

इस अधिनियम को प्रकाशनार्थ श्रीमन्त्रालय भारत सरकार नई दिल्ली को भेजा जावे।

यह अधिनियम आज दिनांक 01-9-2001 को खुले न्यायालय में हस्ताक्षर कर सुनाया गया।

राजेश कुमार चावण, न्यायाधीश

नई दिल्ली, 21 नवम्बर, 2001

का.आ. 3335.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दण्डित वक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रीमन्त्रालय चेंने के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-11-2001 को प्राप्त हुआ था।

[सं. एल-12012/176/95-आई आर (बी-II)]

सी. गंगधरण, अवर सचिव

New Delhi, the 21st November, 2001

S.O. 3335.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Chennai as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Indian Bank and their workman, which was received by the Central Government on 19-11-2001.

[No. L-12012/176/95-IR(B.II)]

C. GANGADHARAN, Under Secy.

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR  
COURT, CHENNAI

Thursday, the 11th October, 2001

PRESENT :

K. Karthikeyan, Presiding Officer.

Industrial Dispute No. 414/2001

(Tamil Nadu State Industrial Tribunal I.D. No. 109/96)

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes

Act, 1947 (14 of 1947), between the Workman Sri M. A. Rubesan and the Management of Indian Bank, Chennai.)

#### BETWEEN

The General Secretary, .. I Party/Claimant  
Indian Bank Staff Union,  
Chennai.

#### AND

The General Manager, .. II Party/Management  
Indian Bank,  
Chennai.

#### APPEARANCES :

For the Claimant.—D. Geetha, L. Shika and E. Porselvi, Advocates.

For the Management.—M/s. Aiyar and Dolia, Advocates.

The Government of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947), have referred the concerned Industrial Dispute for adjudication vide Order No. L-12012/176/95-IR(B-II) dated 26-11-1996.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, where it was taken on file as I.D. No. 109/96. When the matter was pending enquiry in that Tribunal, the Government of India, Ministry of Labour was pleased to order transfer of this case from that Tribunal to this Tribunal for adjudication. On receipt of records from that Tribunal, the case has been taken on file as I.D. No. 414/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 23-2-2001. On receipt of notice from this Tribunal, the counsel on either side present with their respective parties and prosecuted this case further.

When the matter came up before me for final hearing on 14-9-2001, upon perusing the Claim Statement, Counter Statement, the other material papers on record, the documentary evidence let in on either side and upon hearing the arguments advanced by the learned counsel on either side and this matter having stood over till this date for consideration, this Tribunal has passed the following :—

#### AWARD

The Industrial Dispute referred to in the above order of reference by the Central Government for adjudication by this Tribunal is as follows :—

“Whether the action of the Management of Indian Bank in refusing to refix the pay of Sri M. A. Rubesan more than his junior Shri S. R. Ramachandran on his promotion as Clerk is legal and justified? If not, to what relief the concerned workman is entitled?”



2. The facts of this industrial dispute are briefly as follows :—

The Indian Bank staff union has raised this Industrial Dispute espousing the cause of workman Sri M. A. Rubesan stating that the action of management of Indian Bank in refusing to refix the pay of Sri M. A. Rubesan more than his junior Sri S. R. Ramachandran on his promotion as clerk is illegal and unjustified.

The facts of this case are briefly as follows :—

Sri M. A. Rubesan joined the Respondent Bank Indian Bank (hereinafter refers to as Respondent) of the Alwarpet branch on 16-1-75 as sub-staff. He got promoted to clerical cadre on 10-12-82 and joined as clerk/shroff on promotion at West Mambalam branch of the Respondent Bank. At the time of promotion he was drawing a basic pay of Rs. 300 as a sub-staff and correspondingly he was fixed with a basic pay of Rs. 325 as per the then policy in vogue in Indian Bank. The Management in its reply dated 28-3-94 addressed to the Petitioner union in response to the dispute have narrated the modification of the 1978 promotion policy and have detailed the fitment calculations in the new promotion policy settlement dated 21-5-83. The Management have themselves agreed that when the settlement dated 21-5-83 was implemented, it came to their notice that some of the promotees under the settlement dated 16-12-78 were getting lower salary than the promotees of 21-5-83 settlement. In order to narrow down the difference in the salary of promotees prior to 1983, it was agreed by the bank to reduce the difference to some extent and accordingly, had reviewed the case under settlement dated 16-12-78. They have made refixation w.e.f. 1-1-86 and informed the same vide circular dated 11-1-86. Mr. Rubesan was promoted under the promotion policy dated 16-12-78 and his fitment was re-fixed as per the circular dated 11-1-86. The aim of the circular was either to remove or minimise the difference in salary of promotees of 1978 policy and 1983 policy. But while re-fixing the salary of Mr. Rubesan, the Personnel Department has made calculation mistake and instead of removing the anomalies allowed to assume larger proportion. The basic pay which the sub-staff was drawing as on the date of promotion, a sum of Rs. 75 will be added and thereafter the promotees will be fitted in the corresponding stage in the clerical scale of pay. While re-fixing the salary of M. A. Rubesan, the Management has calculated by their letter dated 15-11-90 as under :—

Basic drawn at the time of promotion to Clerical cadre : Rs. 300

Notional basic pay on fitment in Clerical cadre under 3rd Bipartite Settlement.  
As per fitment chart.

Add number of increments the employee Earned upto 31-12-95 : Rs. 455

Correspondingly they have re-fixed the basic pay in the IV Bipartite Settlement AS Rs. 730 which the Petitioner Union have clearly said as anomaly and a sum of Rs. 75 will have to be added and thereafter the promotee will be fitted in the corresponding stage

in the clerical scale of pay. Mr. Rubesan was drawing a basic pay of Rs. 300 on promotion in the sub-staff cadre. Therefore a sum of Rs. 75 to be added which will be Rs. 375 and then refixation has to be done. As per the chart, Rs. 375 will be fitted either in Rs. 366 or Rs. 378 as Rs. 375 was not figures in the chart. For both Rs. 366 and Rs. 378 as basic pay as sub-staff, the basic pay as clerk will be Rs. 455 instead of Rs. 385 fitted by the Personnel Department. To this, Rs. 455 another three usual increments on the date of promotion, if added, then his eligible revised basic pay will be Rs. 545. For this revised basic pay of Rs. 545 the corresponding basic pay as per IV Bipartite Settlement will be Rs. 845. One Mr. S. R. Ramachandran Sr. No. 22741 has been appointed in the bank in December, 1975 and was promoted as Clerk on 17-8-84 and his basic salary has been re-fixed as Rs. 430 against his last basic of Rs. 310 drawn as a sub-staff and as per IV Bipartite Settlement his basic has been revised as Rs. 685 from the corresponding basic pay of Rs. 430. A comparison between Mr. Rubesan and Mr. S. R. Ramachandran both were promoted from sub-staff to clerical cadre, Mr. Rubesan who was promoted in December, 1982 as clerk-cum-shroff was drawing a basic pay of Rs. 615 against Rs. 300 as sub-staff in the IV Bipartite Settlement while Mr. S. R. Ramachandran who was junior to Mr. Rubesan and promoted on a much later year 1984 had been drawing a basic pay of Rs. 685. This is case where the senior, M. A. Rubesan senior by date of appointment as sub-staff, by the date of promotion of clerk is getting very less salary, to the extent of two increments, when compared to the junior Mr. S. R. Ramachandran who is junior by date of appointment as sub-staff by date of confirmation as regular sub-staff and by date of promotion as Clerk. Both Mr. Rubesan and Mr. S. R. Ramachandran are working as Clerk/Shroff in the same West Mambalam branch of Indian Bank. Hence, it is prayed the Hon'ble Tribunal to direct the Management of Indian Bank to remove the anomaly in the fitment of salary of Mr. Rubesan on promotion as clerk.

3. The point for my consideration is :—

“Whether the action of the Management of Indian Bank in refusing to refix the pay of Sri M. A. Rubesan more than his junior Sri S. R. Ramachandran on his promotion as Clerk is legal and justified? If not, to what relief the concerned workman is entitled?”

Point :—

It is admitted Mr. Rubesan, the workman in the Respondent Management Indian Bank who has joined the services as sub-staff at Alwarpet branch got promoted to clerical cadre on 10-12-82 and that at the time of his promotion he was drawing a basic pay of Rs. 300 as sub-staff and correspondingly he was fixed in the basic pay of Rs. 325 as per the then policy in vogue in Indian Bank. It is also admitted that the new promotion policy settlement dated 21-5-1983 was replaced by earlier promotion policy settlement dated 16-12-78 modified by the Respondent Management. It is also not disputed that when the settlement dated 21-5-83 was implemented by the Respondent Management, it came to the notice of that some of the promotees under the settlement

dated 16-12-78 were getting lower salary than the promotees of 21-5-83 settlement. Accordingly, the Respondent Management reviewed the case under settlement dated 16-12-78. Then they have made relaxation with effect from 1-1-86 and informed the same by their Circular dated 11-1-86. Mr. Rubesan was promoted under the promotion policy dated 16-12-78. It is not disputed that while refixing the salary of Mr. Rubesan the management has calculated the basic pay drawn at the time of promotion to clerical cadre by Mr. Rubesan as Rs. 300. The notional basic pay for fitment in clerical cadre at the 3rd Bipartite Settlement as per the fitment chart is Rs. 385. Having earned the number of increments, the employee earned upto 31-12-95 it comes to Rs. 455. Correspondingly, the management had refixed the basic pay in the 4th Bipartite Settlement as Rs. 730 which is according to the Petitioner Union is in anomaly. It is the contention of the Petitioner Union that as per Circular a sum of Rs. 75 will have to be added and thereafter the promotee will be fitted in the corresponding stage in the clerical scale of pay. Therefore, for Mr. Rubesan who was drawing a basic pay of Rs. 300 on promotion in the sub-staff cadre, a sum of Rs. 75 to be added to this which will be Rs. 375 and that relaxation has to be done as per the fitment chart Rs. 375 will be fitted either in Rs. 366 or Rs. 378 as Rs. 375 was not figured in the chart. As per the chart for both Rs. 366 and Rs. 378 as basic pay as sub-staff, the basic pay as clerk will be Rs. 455 instead of Rs. 385 fitted by the Personnel Department. To this Rs. 455 another three usual increments on the date of promotion if added, then his eligible revised basic pay will be Rs. 545. For this revised basic pay of Rs. 545 the corresponding basic pay as per the 4th Bipartite Settlement will be Rs. 875. The xerox copy of the promotion policy settlement dated 16-12-78 is Ex. M1. Ex. M2 is the xerox copy of the promotion policy settlement dated 21-5-83. Ex. M3 is the xerox of the circular issued by the Respondent Management dated 11-1-86. In that circular the fitment table has been given as annexure. It is clearly mentioned in the Circular that to the basic pay which the sub-staff was drawing as on the date of promotion, a sum of Rs. 75 if they added and thereafter the promotee will be fitted in the corresponding stage in the clerical scale of pay as mentioned below in the fitment table. In page 4 of the Claim Statement it is clearly stated by the Petitioner Union that as per the circular of the Respondent Management dated 11-1-86 a sum of Rs. 75 has not been added to the basic pay of the sub-staff Mr. Rubesan at the time of his promotion to clerical cadre. And thereafter the promotee will have to be fitted in the corresponding stage in the clerical scale of pay. As per the circular, as there is no corresponding stage for Rs. 375 he has to be fitted either at Rs. 366 or Rs. 378 in both case, which is equivalent to Rs. 455. In the Counter Statement page 2, particulars have been given with regard to refixation done in the case of the Petitioner. From those particulars it is seen that the provision made in the circular under Ex. M3 has not been followed. As per that circular, to the basic pay which the sub-staff was drawing as on the date of promotion, a sum of Rs. 75 will be added and thereafter the promotee will be fitted in the corresponding stage in the clerical scale of pay as mentioned in that fitment table. Particulars given

in the Counter Statement it is seen that Rs. 75 has not been added to the basic pay of the sub-staff drawn on the date of his promotion. From this it is seen what that has been calculated by the management in refixing the salary of Mr. Rubesan is only a mistaken calculation as mentioned in the Claim Statement. Adding Rs. 75 as per the circular to the basic pay of Rs. 300 drawn by the workman Sri Rubesan at the time of his promotion to clerical cadre, it comes to Rs. 375. Rs. 375 has been sought to fit in the fitment table it must be Rs. 366 or Rs. 378. In that case, both are equivalent to Rs. 455. Along with that Rs. 455 three increments of the employee upto 21-12-85 has to be added, it comes to Rs. 545, and the corresponding basic pay in the 4th Bipartite Settlement for the same is Rs. 875 and not as mentioned by the Respondent Management in their Counter Statement as Rs. 730. From this it is seen that the clarification given in the Counter Statement of the Respondent Management is not as per the circular under Ex. M3.

4. It is stated in the Claim Statement that the concerned employee Mr. Rubesan who was promoted from sub-staff to clerical cadre in December, 1982 was drawing a basic pay of Rs. 650. In the 4th Bipartite Settlement while Mr. S. R. Ramachandran, who was junior to Mr. Rubesan and promoted in much later year in 1984 had been drawing a basic pay of Rs. 685. From this it is seen that the senior Mr. Rubesan by date of appointment as sub-staff by date of promotion as clerk is getting very less salary to the extent of two increments when compared to the junior Mr. S. R. Ramachandran who is junior by date of appointment as sub-staff by date of confirmation as regular sub-staff and the date of promotion as clerk. It is also not disputed that both Rubesan and S. R. Ramachandran are working as Clerk/Shroff in the same West Mambalam branch of Indian Bank. From this it is seen that there exists anomaly in refixation of salary from 1-1-86 to Mr. M. A. Rubesan who is drawing lesser salary than his junior. From this it is evidence, that the action of the Management of Indian Bank in refusing to refix the pay of Sri M. A. Rubesan more than his junior Sri S. R. Ramachandran on his promotion as Clerk is illegal and unjustified. Hence, the Petitioner Union is right in claiming the relief as prayed for in the Claim Statement. Therefore, the concerned workman Sri M. A. Rubesan is entitled to have his pay refixed as it is prayed by the I Party Union. Thus, the point is answered accordingly.

5. In the result, an Award is passed holding that the action of the Management of Indian Bank in refusing to refix the pay of Sri M. A. Rubesan more than his junior Sri S. R. Ramachandran on his promotion as Clerk is not legal and justified. Hence, the Respondent Management is directed to fit the workman Sri M. A. Rubesan the stage 14 and 15 as per the formula in Circular dated 11-1-1986 on promotion as Clerk on 10-12-1982 and to grant him the consequential relief. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 11th October, 2001.)

K. KARTHIKEYAN, Presiding Officer

## Witnesses Examined :

On either side—None.

## DOCUMENTS MARKED :

For I Party/Claimant :

Ex. No.	Date	Description
W1	10-12-82	—Xerox copy of the promotion order issued by the Respondent to the concerned workman.
W2	17-1-86	—Xerox copy of the letter from Zonal Office, Indian Bank to Indian Bank, West Mambalam Branch.
W3	5-3-86	—Xerox copy of the letter from Assistant General Manager to Sri M. A. Rubesan.
W4	2-4-86	—Xerox copy of the letter from Sr. Manager, West Mambalam branch to Indian Bank, Co. Personnel Department, Chennai.
W5	27-11-90	—Xerox copy of the letter from Sri M. A. Rubesan to the Assistant General Manager, Central Office.
W6	17-4-93	—Xerox copy of the letter from Sri M. A. Rubesan to the Assistant General Manager, General Office.
W7	16-6-93	—Xerox copy of the letter from the General Secretary, Indian Bank Staff Union to the Assistant General Manager (PL).

For the II Party/Management :

Ex No.	Date	Description
M1	16-12-78	—Xerox copy of the Promotion Policy Settlement.
M2	21-5-83	—Xerox copy of the Promotion Policy Settlement.
M3	11-1-86	—Xerox copy of the circular issued by the bank Regarding fitment of salary on promotion from Sub-staff in Clerical cadre.

नई दिल्ली, 21 नवम्बर, 2001

का.आ. 3336.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार केन्द्र बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अन्वय में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अथवा न्यायालय चैन्नई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-11-2001 को प्राप्त हुआ था।

[सं. एल-12012/216/98-आई आर (बी-II)]

सी. गंगधरन, अवसर सचिव

New Delhi, the 21st November, 2001

S.O. 3336.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour

Court, Chennai as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Canara Bank and their workman, which was received by the Central Government on 19-11-2001.

[No. L-12012/216/98-IR(B. II)]

C. GANGADHARAN, Under Secy.

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR  
COURT, CHENNAI

Monday, the 8th October, 2001

## PRESENT :

K. Karthikeyan.—Presiding Officer.

Industrial Dispute No. 92/2001

(Tamil Nadu State Industrial Tribunal I.D. No. 52/99)

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri S. Sankar and the Management of Canara Bank, Chennai.)

## BETWEEN

Sri S. Sankar. . . I Party/Workman

## AND

The Deputy General Manager, . . II Party/Management  
Canara Bank,  
Chennai.

## \*APPEARANCES :

For the Workman.—M/s. Balan Haridas and  
R. Kamatchi Sundaresan, Advocates.

For the Management—M/s. T. R. Sathiyamohan, Advocate.

The Government of India, Ministry of Labour in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned Industrial Dispute for adjudication vide Order No. L-12012/216/98/IR-(B-II) dated 24-2-1999/9-3-1999.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal where it was taken on file as I.D. No. 52/99. When the matter was pending enquiry in that Tribunal, the Government of India, Ministry of Labour was pleased to order transfer of this case from that Tribunal to this Tribunal for adjudication. On receipt of records from that Tribunal, the case has been taken on the file as I.D. No. 92/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 30-1-2001. On receipt of notice from this Tribunal,

the counsel on either side present with their respective parties and prosecuted this case further.

When the matter came up before me for final hearing on 12-9-2001, upon perusing the Claim Statement, Counter Statement, the other material papers on record, the documentary evidence let in on the side of the II Party|Management and upon hearing the arguments advanced by the learned counsel on either side and this matter having stood over till this date for consideration, this Tribunal has passed the following :—

#### AWARD

The Industrial Dispute referred to in the above order of reference by the Central Government for adjudication by this Tribunal is as follows :—

“Whether the termination of the services of Sri S. Sankar, Daily Wager by the Management of Canara Bank is justified? If not, what relief he is entitled to?”

2. The facts of this industrial dispute in brief are as follows :—

The Reserve Bank of India which is controlling the nationalised banks including the II Party|Management Canara Bank has issued guidelines on the ration to be maintained in the matter of strength of personnel in each establishment in the category of officers, clerical staff and sub-staff. Based on such guidelines, the manpower requirement of each establishment is pre-determined and recruitments are made only for the sanctioned strength. Whenever contingency arises for additional manpower like unscheduled absenteeism or absenteeism beyond the leave reserved or any temporary pressure of work in sub-staff cadre, the same are met by engagement of daily wagers. In order to avoid disruption in the working of the bank, the II Party|Management Canara Bank (hereinafter refers to as Respondent|Bank) for the system of maintaining the panel of daily wagers to meet the contingencies arising out of such absenteeism in sub-staff cadre. Instances of absenteeism in the sub-staff cadre is erratic and unpredictable. Hence, the bank engaged the daily wagers in the leave vacancy of sub-staff. The practice of engaging daily wagers is prevalent in all the banks including the nationalised banks. The candidates sponsored by the employment exchange were alone included in the panel of daily wagers, subject to their satisfying the age and educational qualifications prescribed by the bank and also subject to other conditions prescribed as per the policy of the bank. In the year 1986 the I Party|Workman Sri S. Sankar (hereinafter refers to as Petitioner) was sponsored by the Employment Exchange and he was selected for being included in the panel of daily wagers. Thereafter, during the year 1992 he was engaged as a daily wager in the bank's branch at Gopalapuram, Chennai. While so, in the month of August, 1992 a letter dated 28-8-92 was received from one Sri P. Ranganathan, a letter of authority holder of M/s. Vijay Marketing stating that upon getting the pass book updated on 28-8-92 he found that an amount of Rs. 60,000 had been debited to their account without he or the company having issued any cheque and therefore, they have requested the

branch to credit the said amount of Rs. 60,000 immediately since they have not drawn the same on 27-2-1992 from their account. The Respondent|Bank on receipt of such a letter on immediate verification found that a bearer cheque No. 970501 dated 26-2-92 for a sum of Rs. 60,000 was purportedly issued by the current account party M/s. Vijay Marketing, operated by the letter of authority holder Sri P. Ranganathan in favour of Sri B. S. Bandari, endorsed by the payee and further endorsed by one Sri J. Ravi was presented for payment and paid on 27-8-1992. Pursuant to that an investigation was conducted by Sri P. S. Chandrasekar, Manager of the bank. In the investigation report submitted on 5-9-92 the officer has observed that ‘daily wager Sri S. Sankar being an artist used to imitate the signature of other staff members of the branch and these reported in the habit of stealing the bank ‘stationery item’. The Investigating Officer had stated that the admitted handwriting of the Petitioner may be referred to the Forensic Sciences department in order to find the veracity and genuineness of the handwriting available in the tainted cheque. The handwriting of the Petitioner was referred to the Forensic Sciences department for examination. In their report dated 18-9-92, the Forensic Sciences Department had stated that the person who wrote the tainted cheque for Rs. 60,000 is the person who has furnished the handwriting in the specimen numbers 68 to 79 which is the handwriting of the Petitioner and that the signature in the disputed cheque did not tally, with the signature contained in the specimen signature column. Since the involvement of the Petitioner has come to light, a charge sheet dated 22-5-93 was issued to him. A domestic enquiry was contemplated to go into the charges one K. N. Chinnakrishnan, Law Officer of the bank was appointed as Enquiry Officer to enquire into the charge sheet issued to the Petitioner. During the course of the enquiry, the Petitioner has denied the charges levelled against him. A co-worker's assistance was provided to him to effectively defend his case. 16 documents were marked as management exhibits. Four witnesses were examined as management witnesses. Petitioner has fully participated in the enquiry. On completion of the enquiry on the basis of the evidence adduced in the enquiry, the Enquiry Officer submitted his findings on 4-2-94 holding the Petitioner is guilty of the charges levelled against him. The Deputy General Manager of the circle forwarded the findings of the Enquiry Officer for his submissions on 4-2-94 itself. After analysing the submissions made by the Petitioner and taking into account the relevant records, the Deputy General Manager concurred with the findings of the Enquiry Officer considering the gravity of the misconduct and circumstances of the case, he proposed punishment of removal from the panel of daily wager of the bank. A personal hearing was accorded to the Petitioner on 17-5-94. The Deputy General Manager had imposed the punishment of removal from the panel of daily wager of the bank on the Petitioner by his order dated 2-6-94. Aggrieved against this order of removal, the Petitioner has raised this industrial dispute.

3. The Petitioner in his Claim Statement has stated as follows :—

He denied the charges levelled against him. He has nothing to do with the financial transaction of

withdrawal of Rs. 60,000 from the account of M/s. Vijay Marketing since he is only a sub-staff of the bank. The Respondent Bank after passing a cheque and making payment to the party, when there had been a complaint from M/s. Vijay Marketing had made the Petitioner a scapegoat of its mistake. In the enquiry, the allegations levelled against the Petitioner were not proved. Without analysing and considering the evidence, the Enquiry Officer held the charges levelled against the Petitioner as proved. The Petitioner does not sign like other employees. None of the employees in the written statement mentioned that the Petitioner had imitated their signatures. In the enquiry, no document or oral evidence was let in to show that the Petitioner was in habit of imitating the signature of others. Therefore, this allegation is without any basis. In the enquiry nothing was said about the alleged theft of stationery items from the bank. There is absolutely no evidence placed in the enquiry to substantiate the allegations. The Senior Officers had chosen the Petitioner who had been working as a sub-staff as a scapegoat and made unbelievable allegations against him. In the enquiry it was not held that withdrawal of Rs. 60,000 from the account of M/s. Vijay Marketing was done by the Petitioner. There was no evidence worth of mention to show that the Petitioner has taken the cheque book and had withdrawn the money from the account. The enquiry conducted with regard to the charge memo is in violation of principles of natural justice and fair play. Forensic Science Handwriting experts report dated 18-9-92 does not disclose analysis of various possibilities. Handwriting Experts opinion is one sided. The Enquiry Officer merely relied upon the report of Handwriting Experts and held that the Petitioner was guilty of the charges. An inconclusive one sided report of Enquiry Officer cannot be taken as basis for holding the Petitioner guilty of the charge. Without considering the various objections raised by the Petitioner for the enquiry report, the Respondent by his order dated 5-5-94 proposed a punishment of removal from panel of daily wagers of the bank. Thereafter farce of a personal enquiry, the Respondent imposed the punishment of removal from the panel of daily wagers of the bank by an order dated 2-6-94 in mechanical manner without taking note of clean past record of service of the Petitioner. The Petitioner is innocent. He has been awarded with capital punishment without any basis. It is grossly disproportionate to the alleged charge. Therefore, it is prayed that this Hon'ble Tribunal may be pleased to interfere with the quantum of punishment under section 11A of Industrial Disputes Act, 1947 and to hold that the punishment imposed by the Respondent against the Petitioner as illegal, arbitrary and in violation of principles of natural justice without any basis, unjust and unfair and consequently direct the Respondent to reinstate the Petitioner with full back wages, continuity of service and all other attendant benefits.

4. The averments in the Counter Statement of the II Party/Management are briefly as follows :—

The Petitioner was only selected for being included in the panel of daily wagers in the year 1995. He has not joined the services of the bank as claimed by him. His work was not continuous and permanent.

The bank has been engaging him only as and when leave vacancy arises. There had been several instances, where there were lapses on the part of the Petitioner in the performance of his duties. The charge levelled against the Petitioner was categorically proved in the enquiry and the Enquiry Officer has given his findings only after a careful and detailed consideration of all the materials on record. The Investigating Officer in his report has clearly mentioned that Sri S. Sankar, being an artist used to imitate the signatures of some of the staff members for the sake of fun at times. The Investigating Officer was thoroughly cross examined during the enquiry and the Petitioner could not neither disprove the charge, nor adduce any evidence in support of his claim. A bare perusal of the charge memo issued to the Petitioner, it is clear that the very basis of the charge is that the Petitioner had forged one Sri P. Ranganathan's signature in the said cheque leaf issued to M/s. Vijay Marketing and withdrew the huge sum of Rs. 60,000. Such an act of forgery very clearly and without a trace of a doubt established in the report submitted by Forensic Sciences department. Once it has been established that the signature of Sri. P. Ranganathan contained in the cheque leaf in question herein, has been forged by the Petitioner it automatically follows therefrom that the said cheque book leaf has been unauthorisedly removed from the custody of the bank by the Petitioner for illegal utilisation as otherwise, he could not have used the said cheque leaf at all. The lapses committed by ledger clerk, supervisor, Branch Manager who had passed the cheque and their failure to act with due care is totally unconnected with the charge of forgery committed by the Petitioner. The enquiry was conducted fully in conformity with the principles of natural justice. Due opportunity was given to the Petitioner to have the assistance of a co-worker, perused and examined all the documents and cross-examined all the management witnesses and therefore, there is no violation as alleged by the Petitioner. Taking into account the grave nature of the misconduct/charge committed by him the Respondent issued an order dated 5-5-94 proposing the punishment. The act committed by him is on the face of it very serious in nature. The very reason that such forgery has been committed for illegal gain of funds belonging to the general public who have kept the money in great Trust in the bank would make the charge much more serious thus warranting extreme punishment. Therefore, the punishment awarded to the Petitioner is certainly not excessive or disproportionate. Hence, interference under section 11A on this aspect does not at all arise. In the even of this Hon'ble Court holding that the domestic enquiry conducted is not fair and proper the Respondent Bank may be afforded an opportunity to adduce fresh evidence before this Court to substantiate the charges. There is no merit in the claim petition. Therefore it is prayed that this Hon'ble Court may be pleased to dismiss this industrial dispute.

5. When the matter was taken up for enquiry, the documents filed on the side of the management only has been marked as Ex. M1 to M22 by the consent of counsel on either side. No one has been examined as a witness on either side. The learned counsel on either side have advanced their respective arguments.

6. The Points for my consideration are—

1. "Whether the order of punishment dated 2-6-1994 of the Respondent imposing the punishment of removal from the panel of daily wagers of the bank against the petitioner/workman Sri S. Sankar is illegal, arbitrary and in violation of principles of natural justice?"
2. "Whether the relief prayed by the Petitioner for a direction to the Respondent to reinstate him in service with full back wages, continuity of service and all other attendant benefits can be granted?"

Point No. 1.—It is admitted that the Petitioner was employed as a daily wager in the Respondent/Bank and he was included in the panel in the year 1992. It is also admitted that whenever there is a temporary vacancy, the person from the panel used taken to be employed as a daily wager. It is also admitted that the Petitioner was so employed in the Gopalapuram branch of the Respondent/Bank as a sub-staff on daily wages basis. On 28-8-92, the letter was received by Respondent/Bank from one Sri. P. Ranganathan, letter of authority holder of M/s. Vijay Marketing stating that upon getting the passbook updated on 28-8-92 he found that an amount of Rs. 60,000 has been debited to their account without he or the company having issued any cheque and they have requested the bank to credit the said amount of Rs. 60,000 immediately since they have not withdrawn the same on 22-7-93 from their account. The xerox copy of the letter dated 28-8-92 of Mr. Ranganathan to Respondent/Bank is Ex. M12. The concerned letter of authority holder of M/s. Vijay Marketing has sent another letter on the same date of the Divisional Manager, Customer Service Section of the Respondent/Bank Madras for the same fact. The xerox copy of that letter is Ex. M13. From the evidence, it is seen that subsequent to the letter from the concerned customer, the Management has ordered an investigation into the matter and the same has been investigated. The Manager of the bank Sri. P. Chandrasekharan has conducted the investigation and has submitted his report on 5-9-92, wherein he has observed that the daily wager Sri. S. Sankar being an artist used to imitate the signatures of the other staff members of the branch, is in the habit of stealing the bank stationery items and he admitted the handwriting of the Petitioner may be referred to Forensic Science department in order to find out the veracity and genuineness of the handwriting available in the tainted cheque. Accordingly a decision has been taken by the Management and the specimen signature of the concerned workman Sri. S. Sankar as well as the specimen signature of the letter of authority holder Mr. Ranganathan in the specimen signature card were sent to the Forensic Science lab for getting the opinion of the handwriting expert along with the disputed cheque. The xerox copy of the specimen signature card pertaining to the current account No. 1368 containing the signature of the letter of authority holder Mr. Ranganathan is Ex. M15. Ex. M16 is the xerox copy of the disputed cheque for Rs. 60,000. Ex. M19 is the xerox copy of the handwriting expert report with his finding with reasoning. Ex. M20 is the xerox copy of the letter dated 20-1-1993 sent by the con-

cerned workman to the Deputy General Manager of the Respondent/Bank wherein he has admitted about the bank people inclusive of the Investigating Officer Sri. P. Chandrasekar visited his house and recovered a note book and a gum bottle from his house. In that letter he has admitted when Mr. Chandrasekar visited his house he himself has handed over that note book and the small gum bottle. From this, it is seen that as it is stated by Investigating Officer in his report he has visited the house of delinquent employee, concerned workman Sri. S. Sankar and has recovered the stationery belong to the bank. Ex. M21 is the xerox copy of the show cause notice dated 2-12-92 issued to S. Sankar, the concerned workman directing him to submit his explanation for the said misconduct. Ex. M22 is the xerox copy of the report of the Investigating Officer Mr. Chandrasekar. Ex. M1 is the xerox copy of the charge memo dated 22-5-93 issued to the concerned workman Sri S. Sankar. In pursuance of the issuance of charge memo to concerned workman, a domestic enquiry has been conducted by the Respondent/Management to enquire into the charges under Ex. M1 levelled against concerned workman. Ex. M2 is the xerox copy of the enquiry proceedings. Ex. M3 is the xerox copy of the findings of the Enquiry Officer in the domestic enquiry. In the enquiry Report dated 4-2-94 the Enquiry Officer has given a finding that charge levelled against concerned workman Sri. S. Sankar, daily wager in the charge sheet dated 22-5-93 are proved. In the domestic enquiry on the side of the management 4 witnesses have been examined and 16 documents have been marked. No one has been examined as a defence witness inclusive of the delinquent employee himself. It is seen from enquiry proceedings that the concerned workman as a charge sheeted employee had taken part in the entire proceedings duly represented by his defence representative and all the management witnesses were cross examined by the defence representative in detail. Ex. M4 is the xerox copy of the explanation dated 29-3-94 given by Petitioner for the findings given by Enquiry Officer. Ex. M5 is the xerox copy of the another explanation submitted by the concerned workman dated 6-4-94. Ex. M6 is the xerox copy of the second show cause notice issued to the concerned workman dated 5-5-94 wherein proposed punishment of removal from the panel of daily wager of the bank has been mentioned. Ex. M7 is the xerox copy of the proceedings of the personal hearing by the Deputy General Manager dated 17-5-94. It is seen from the document, the charge sheeted employee along with his defence representative attended the personal hearing and made their representation. Ex. M8 is the xerox copy of the final order passed by the Deputy General Manager dated 2-6-94 imposing the punishment of removal of the Petitioner from the panel of daily wagers of the bank. From all these documents, it is seen that the domestic enquiry has been conducted by Respondent/Management to enquire into the charges levelled against the concerned workman. The said concerned workman along with his defence representative taken part and has put forth his defence effectively by cross examining all the management witnesses in detail. From this, it is seen that a fair and proper domestic enquiry has been conducted by the Enquiry Officer following the principles of natural justice and he after analysing the entire evidence let in by the management against the charge sheeted employee both

oral and documentary, has come to the conclusion that the charges levelled against the concerned workman has been proved. From this, it is seen that the allegation made by the concerned workman in his Claim Statement that the charges levelled against him were not proved in the enquiry is incorrect. It is not the case of a perverse finding of the Enquiry Officer without any evidence to come to the conclusion that the charges levelled against the concerned workman has been proved. It is incorrect to state that there was absolutely no evidence in the enquiry to prove that Petitioner was in the habit of imitating the signatures of others. The Investigating Officer himself has deposed in the enquiry that on enquiry he came to know that the Petitioner was in the habit of imitating the signature of the staff as a fun. Further the allegation in the Claim Statement that the enquiry conducted with regard to the said charge memo is a violation of principles of natural justice and fair play is incorrect. The contention of the Petitioner that the Enquiry Officers' report is perverse and without any legal evidence, contrary to evidence on record and without any basis is also incorrect. From this it is seen that it is not the case of no evidence for the Enquiry Officer to give a perverse finding. It is seen from enquiry proceedings that Investigating Officer was thoroughly cross examined by the defence representative during the enquiry and nothing could have been elicited to discredit his evidence as unacceptable. No evidence has been adduced on the side of the delinquent employee Sri. S. Sankar in support of his claim that he is innocent and has not committed the alleged misconduct. It is established in the enquiry through the Forensic Science department handwriting expert's report that the signature of Sri P. Ranganathan contained in the cheque leaf in question has been forged by the Petitioner. From that it is seen that the said cheque book left has been unauthorisedly removed from the custody of the bank by the Petitioner for illegal utilisation as otherwise, he could not have used the said cheque leaf at all, as it is contended in the Counter Statement of the Respondent. This is quite suffice to show that the Petitioner was the one who had unauthorisedly taken possession of the said cheque leaf in question. In the disputed cheque leaf No. 970561 used to withdraw huge amount of Rs. 60,000 from the current account of M/s. Vijay Marketing, there is no seal of that company as they used to do it in all the regular cheques, as it is evident from the Ex. M18. In Ex. M18 the rubber stamp of M/s. Vijay Marketing seal along with the signature of letter of authority holder is available. But in Ex. M16 the disputed cheque, there is no such seal available and the signature of the letter of authority holder Mr. Ranganathan also defers, as it is stated by the handwriting expert in his report. In the report the expert has given his opinion with reasoning. On that report Ex. M19, the charge sheet has been issued and the witnesses had been examined in the domestic enquiry. In the domestic enquiry, the charge against the concerned workman has been proved by establishing that the cheque in question has been forged and the fraudulent withdrawal of Rs. 60,000 from the account of the customer has been proved. Under such circumstances, it cannot be said that it is the case of no evidence, and the Enquiry Officer has given a perverse finding and the charge against the concerned workman has not been proved in the domestic enquiry and he

has been made a scapegoat for the act done by others in the bank. It is not even the case of the Petitioner in his Claim Statement that he has been terminated from the service. It is not his case that he is the regularly absorbed employee in the service by the Respondent/Bank it is not disputed that he was only a daily wager included in the panel maintained by the Respondent/Bank. So, for the proved misconduct the Respondent/Bank has passed an order of punishment by removing him from the panel of daily wagers of the bank. There is no question of termination of Sri. S. Sankar, daily wager by the management of Canara Bank. From the above, it is evident that the action of the Canara Bank Management in imposing a punishment of removal from the panel of daily wagers of the bank against the concerned workman Sri S. Sankar by its order dated 2-6-94 is legal and justified. Thus the point No. 1 is answered accordingly.

Point No. 2.—It is not the case of either party to this dispute that the Petitioner/Workman Sri S. Sankar was ever absorbed as a permanent employee of the Respondent/Bank Management. It is an admitted case that as one among the candidates sponsored by the employment exchange, the Petitioner was included in the panel of daily wager by the bank and the Respondent/Bank used to engage such daily wagers from the panel whenever contingency arises in the sub-staff cadre in view of any vacancy arises because of absent of regular sub-staff on leave or unscheduled absenteeism. Under such circumstances, there is no question of directing the Respondent to reinstate the Petitioner in service with full back wages, continuity of service and other attendant benefits as prayed for in the Claim Statement by the Petitioner. Hence, one such relief prayed for by the Petitioner/Claimant cannot be granted as he is not entitled for the same in view of the conclusion arrived at in the earlier point. Thus, this point is answered accordingly.

7. In the result, an Award is passed holding that the action of the II Party/Management, Respondent/Bank in removing the Petitioner/Workman Sri S. Sankar, from the panel of the daily wagers of the bank is justified. Hence, the concerned workman Sri S. Sankar is not entitled to any relief. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 8th October, 2001.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined:

On either side :—None.

DOCUMENTS MARKED :

For I Party/Workman :—Nil.

For II Party/Management:—

Ex. No.	Date	Description
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M1	22-5-93	Xerox copy of the charge memo
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M2	18-8-93	Xerox copy of the enquiry proceedings
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- M3 : 14-2-94—Xerox copy of the findings of Enquiry Officer
- M4 : 29-3-94—Xerox copy of the letter from the Petitioner to the Management.
- M5 : 6-4-94—Xerox copy of the letter from the Petitioner to the Management.
- M6 : 5-5-95—Xerox copy of the 2nd show cause notice.
- M7 : 17-5-94—Xerox copy of the proceedings of personal hearing.
- M8 : 2-6-94—Xerox copy of the order of removal of Petitioner From the panel of daily wagers.
- M9 : 8-8-85—Xerox copy of the letter from the Management to the Petitioner.
- M10 : Nil—Extract of Register maintaining allotment of duties to daily wagers.
- M11 : Nil—Extract of Current Account ledger sheet pertaining to Account No. 1368.
- M12 : 28-8-92—Xerox copy of the letter from Vijay Marketing to the Management.
- M13 : 28-8-92—Xerox copy of the letter from Vijay Marketing to the Management.
- M14 : 29-8-92—Xerox copy of the letter from Vijay Marketing to the Management.
- M15 : 1-9-92—Xerox copy of the letter from Vijay Marketing to the Management.
- M16 : 26-8-92—Xerox copy of the cheque No. 970501 for Rs. 60,000.
- M17 : Nil—Extract of Current A/c, cheque book issued register.
- M18 : Nil—Specimen signature card pertaining to current A/c 1368 containing the signature of the L.A. Holder Sri P. Ranganathan.
- M19 : 18-9-92—Xerox copy of the report of Forensic Science dept.
- M20 : 20-1-93—Xerox copy of the letter from the Petitioner to the Management.
- M21 : 2-12-92—Xerox copy of the letter from the Management to the Petitioner.
- M22 : 5-9-92—Xerox copy of the report of investigation by Sri P. S. Chandrasekar, Manager (Field Inspector).

नई दिल्ली, 21 नवम्बर, 2001

का.ग्रा. 3337.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब एवं सिंध बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय

कोलकाता के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-11-2001 को प्राप्त हुआ था।

[सं. एल-12012/316/87-आई आर (बी-II)]

सी. गंगधरण, प्रवर सचिव

New Delhi, the 21st November, 2001

S.O. 3337.—In pursuance of Section 17 of the Industrial Dispute, Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Kolkata as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Punjab and Sind Bank and their workman, which was received by the Central Government on 20-11-2001.

[No. L-12012/316/87-IR(B-II)]  
C. GANGADHARAN, Under Secy.

#### ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL AT KOLKATA  
Reference No. 145 of 1988.

#### PARTIES :

Employers in relation to the management of Punjab and Sind Bank.

AND

Their Workmen.

#### PRESENT :

Mr. Justice Bharat Prasad Sharma, Presiding Officer.

#### APPEARANCE :

On behalf of Management : Mr. D. K. Ghosh, Advocate.

On behalf of Workmen : Mrs. A. Singh, Advocate.

STATE : West Bengal. INDUSTRY : Banking.

#### AWARD

By Order No. L-12012/316/87-D.II(A) dated 10th February, 1988 the Central Government in exercise of its powers under Section 10(1)(d) and (2A) of the referred to the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Punjab and Sind Bank, Calcutta in terminating the services of Shri Mahindra Prasad Mishra, Sub-staff, Old Court House St. Branch of the Bank w.e.f. 1-6-83 and not absorbing him on permanent basis in the Bank is justified? If not, to what relief the concerned workman is entitled?”

2. The present reference relates to the claim of the union, known as Punjab and Sind Bank Employees Congress regarding the action of the management of Punjab and Sind Bank, Calcutta in terminating the



services of one Shri Mahindra Prasad Mishra, Sub-staff at Old Court House Street Branch with effect from 01-06-1983 and also for not absorbing him on permanent basis in the Bank.

3. Both the parties have appeared and filed their respective written statements. So far as the union is concerned, the statement of claims was filed on behalf of the union through the General Secretary of the union who is since dead. It is stated that Mahindra Prasad Mishra was appointed by the management of Punjab and Sind Bank as a Sub-staff in its Old Court House Street Branch on 3rd May, 1982 and he continued to work till 31st May, 1983 and thus worked for 292 days. It is stated that on 31st May, 1983 the said workman was removed from service of the Bank on specific assurance to him that the management would absorb him in other branches later. Thus, the management all along assured the said workman about its intention to appoint him on regular basis in any of the branches, but did not carry out the commitment and consider the demand of the workman. It is also stated that in place of the said workman the management appointed other persons to perform the said nature of job and when the matter was brought to the notice of the management, it did not consider the demand and continued to give false excuses. On being disappointed with the attitude of the management, the General Secretary of the union approached the Assistant Labour Commissioner (Central) through a letter dated 20th January, 1986 and through his letter dated 20th March, 1987 the Assistant Labour Commissioner called for joint conference for resolving the said industrial dispute. On several dates, the representative of the Bank participated in the deliberation, but due to arbitrary attitude of the management the conciliation proceeding ended in failure. The union was also agreeable to arbitration under the Industrial Disputes Act, 1947, but the management was not prepared to accept it and accordingly the dispute came-up for adjudication. The break-up of the days for which the workman had worked has been given as 150 days from May to September, 1982, 120 days from February to May, 1983 and 22 days in 1983. Thus, 291 days in total. The management also did not issue any appointment letter to the workman, nor any termination letter was issued. Thereafter the management also appointed 4 persons, namely, Shri Anil Behari, Shri Anant Ghosh, Shri Harihar Ram and Shri Ramesh Khatri in the post, but the case of Mahindra Prasad Mishra was not considered. It is stated that the management did not issue any appointment letter, nor framed any charge against the workman regarding any misconduct and removed him from service and also appointed some persons in the place ignoring the case of the workman concerned and therefore the entire action of the management is illegal and arbitrary. It is also stated that the management took action contrary to the provisions of paragraph 495, 522/5 and 522/4 of the Award of Justice S. P. Sastri, known as Sastri Award and also the provisions of the Bipartite Settlement and the Award known as Desai Award. Therefore, it has been alleged on behalf of the union that the termination of service of the workman, Shri Mahindra Prasad Mishra is contrary to the provisions of Section 2A of the Industrial Disputes Act, 1947 and contrary to the provisions of

Section 25H of the said Act. The union has also claimed the due wages of the workman by giving a computation and has prayed that the termination of the service of the workman concerned be declared to be illegal and he be ordered to be reinstated in the cadre of regular sub-staff of the Bank and also to pay the dues of the workman.

4. In their written statement the management had challenged the validity and maintainability of the reference by stating that the union under reference has no locus standi and representative character to espouse the cause of the workman. The reference is also belated one and it is not a case of industrial dispute and the reference was also made in a mechanical manner by not applying proper mind by the appropriate authority. It is stated that the entire dispute is based on misconception and contrary to the records. It is further stated that the allegations made in the written statement of the union are all imaginary and baseless and there is no material to support the allegations. It is stated that the said workman had never worked for the period of 292 days and he was actually a casual worker who was engaged from time to time for specific period and was paid wages for the same. It is also denied that there was any assurance or understanding on the part of the management given to the workman to absorb in the permanent cadre. It is also denied that any person was appointed to perform the job of the nature of work done by the concerned workman and it is stated that as the entire claim of the union is unrealistic, there is no question of the management conceding to the demand. It is said that Shri Mishra was engaged on temporary basis due to exigencies of work for fixed period and the engagement came to an end by efflux of time and therefore there is no question of termination of service of the concerned workman and his removal cannot be treated as retrenchment. It is also denied that there has been any violation of the provisions of Sastri Award or the Bipartite Settlement or the Desai Award as alleged. It is said that the engagement of the workman was for a short duration and the same came to an end by efflux of time and the provisions of various sections of the Industrial Disputes Act, 1947 are not attracted. The claim of the dues is also denied and disputed as imaginary and unrealistic.

5. The union has also filed a rejoinder subsequently to the written statement of the management and a petition was later filed for directing the management to file certain documents in its possession. The management thereafter filed certain vouchers by saying that these were the only documents available with them and mention of any other document is imaginary.

6. So far as the documents are concerned, it is obvious that on the prayer of the union the management filed certain vouchers showing payment of wages to the concerned workman on several occasions between June, 1982 to May, 1983. These documents have been admitted as Exts. W-1 to W-14. The documents become admitted in view of the fact that the same have been filed by the management and has been relied upon by the union. From these documents it becomes clear that Ext. W-1 is dated 7-6-1982 from which it appears that Rs. 70 was paid to the workman for shifting of almirah in the office. Ext. W-2 is dated

15-6-1982 by which Rs. 60 was paid to the workman for 6 days for cleaning work. Ext. W-3 is dated 21-6-1982 by which Rs. 60 was paid to the workman for 6 days i.e. from 14-6-1982 to 19-6-1982 as water charge. Ext. W-4 is dated 26-6-1982 by which Rs. 60 was paid to the workman for water charge for 6 days. Ext. W-5 shows that Rs. 60 was paid to the workman for 6 days. Ext. W-6 shows that Rs. 60 was again paid to the workman for 6 days. Ext. W-7 shows that Rs. 60 was paid to the workman on 20-7-1982 for 6 days. Ext. W-8 is dated 5-8-1982 by which Rs. 70 was paid to the workman for miscellaneous work for 7 days. Ext. W-9 is dated 10-8-1982 by which Rs. 50 was paid to the workman for miscellaneous work for 5 days. Another voucher dated 17-8-1982 part of Ext. W-8 shows that Rs. 50 was paid to the workman for 5 days. Another voucher as part of Ext. W-8 also shows that Rs. 60 was paid to him on 23-8-1982 for 6 days and another part of Ext. W-8 dated 31-8-1982 shows that Rs. 60 was paid to the workman for work of 6 days. Ext. W-9 is dated 5-9-82 by which Rs. 60 was paid for 6 days work. Another part of Ext. W-9 is dated 9-9-1982 by which Rs. 10 was paid to the workman for 1 day and by the next part of Ext. W-9 dated 11-9-1982 Rs. 60 was paid for 6 days and the third part of Ext. W-9 is for Rs. 6 only for some miscellaneous work. By another part of Ext. W-9 Rs. 60 was paid to the workman on 18-9-1982 for the work of 6 days. Another part of Ext. W-9 shows that Rs. 60 was again paid to the workman on 25-9-1982. Ext. W-10 shows that Rs. 20 was paid to the workman on 5-10-1982. Ext. W-11 shows that Rs. 120 was paid to the workman on 19-3-1983 for working for 4-2-1983 to 17-2-1983. Another part of Ext. W-11 shows that Rs. 70 was paid to the workman on 26-2-1983 for working on 19-2-1983 and 21-2-1983 to 26-2-1983. Ext. W-12 is dated 6-3-1983 by which Rs. 60 was paid to the workman for miscellaneous work. Another part of Ext. W-12 is dated 12-3-1983 by which Rs. 60 was paid to the workman for miscellaneous work. Another part of Ext. W-12 dated 15-3-1983 shows that Rs. 20 was paid to the workman for washing etc. Another part of Ext. W-12 shows that on 21-3-1983 Rs. 30 was paid to the workman for cleaning. Another part of Ext. W-12 dated 30-3-1983 shows that Rs. 60 was paid to him for miscellaneous work. Ext. W-13 is dated 19-4-1983 for Rs. 50. Second part of Ext. W-13 is dated 23-4-1983 for Rs. 60. Third part of Ext. W-13 is dated 30-4-1983 for Rs. 60. Forth part of Ext. W-13 is dated 5-4-1983 for Rs. 40. Ext. W-14 dated 7-5-1983 shows that Rs. 60 was paid to the workman for shifting tables, chairs, almirahs etc. Another part of Ext. W-14 shows that on 21-5-1983 Rs. 60 was paid for work done from 16-5-1983 to 21-5-1983. Another part of Ext. W-14 shows that on 31-5-1983 Rs. 70 was paid to the workman for the period from 23-5-1983 to 30-5-1983. So, from the vouchers it appears that the workman was paid some amount as remuneration for some miscellaneous work done by him on different occasions. No other document has been filed by any of the parties.

7. So far as the oral evidence is concerned, WW-1 Mahindra Prasad Mishra is the workman concerned himself. He stated that he had worked from 2nd June, 1982 to October, 1983 and he was terminated on 3rd May, 1983. It has been stated in this regard

that there is mistake in typing and it should have been 31 May, 1983. He has also stated that he was being paid at the rate of Rs. 10 per day through vouchers. However, he has stated that he was working as a regular peon in the office and was attending to duty regularly. He has stated that he was terminated on 31-5-1983 and thereafter he was also given work in the godown for 20 days in June, 1983. However, it has been suggested to him that he was engaged on purely temporary basis and he was never given any assurance that he would be absorbed permanently and he was never employed as a sub-staff.

WW-2, Shri Manick Chandra Bhowmik is an employee of the Bank and he states that during his period the concerned workman, Mahindra Prasad Mishra was engaged and he was being paid by vouchers. He has also stated that after his termination some persons were appointed in the Bank. He has stated that he had seen Mahindra Prasad Mishra working as a Chaprasi, meaning thereby as a Peon, but at the same time he has admitted that Shri Mishra was a casual employee. He cannot say as to for how many days the said workman, Mahindra Prasad Mishra had worked in total.

WW-3, Shri R. S. Pandey is also an employee of the Bank and is posed presently as Head Peon. He has stated that Mahindra Prasad Mishra was working as a sub-staff, but he was temporary employee. He also stated that he was paid through vouchers at the rate of Rs. 10 per day. He has, however, stated that he used to work daily from 9.30 A.M. to 6 or 7 P.M. However, in his cross-examination he has stated that he has no personal knowledge as to for what purpose Shri Mishra was engaged.

8. The management has examined MW-1, Shri M.S. Konh who was the then Manager of the Branch where Mahindra Prasad Mishra was engaged. He stated that he was engaged as casual from time to time and he categorically stated that Shri Mishra never worked as Chaprasi in the Bank. He stated that only those persons were entitled to handle important documents and cash who were regular employees of the Bank. However, he has stated that he was engaged sometime in 1982 and his job was terminated in 1983. He has stated in his cross-examination that the vouchers filed go to show that Shri Mishra was engaged for miscellaneous kinds of work which is evident from the vouchers filed. He has also stated that no appointment letter was issued to a casual labour, nor issuance of termination letter is required. According to him verbal instructions are only issued to such persons.

9. It is clear from the evidence that though it has been claimed by the union that Mahindra Prasad Mishra was appointed as a sub-staff, there is no document to support this fact. It is also clear from the evidence that so long he was working, he was being paid at the rate of Rs. 10 per day. From the vouchers Exts. W-1 to W-14 it becomes clear that he was being paid from time to time for work for few days and for the intervening period there is no material to show that he continued to work. It is therefore clear from the evidence that the said workman, Mahindra Prasad Mishra was never working regularly, nor there is any material to show that he ever worked as Peon or Chaprasi in the Bank. Whatever payments were made to him have been made for miscellaneous kinds of work and according to the management his engagement was of casual nature due to exigency of work.

Accordingly, admittedly neither any appointment letter was issued to him, nor any record of service was ever maintained because he was never a regular workman.

10. In this view of the matter, it has been contended on behalf of the management that such being the case, his service in the Bank for whatever period it might have been, was purely on casual and temporary basis and it was never continued. It has been contended on behalf of the management that the present dispute is on misconceived notion and without any basis. The question of termination or retrenchment as it may be arises only when a person is a workman who has worked continuously for 240 days in 12 months preceding his removal. But, this workman has never worked for that period and it has been stated on behalf of the management that computing from the vouchers filed, it appears that he worked for 98 days in 1982 and for 75 days in 1983 on different occasions and never worked continuously. In this view of the matter, it has been stated that he did not work for the requisite period of 240 days continuously and therefore he cannot be treated as a workman in real sense and therefore the provisions of the Industrial Disputes Act, 1947 do not apply in his case. It has also been further stated on behalf of the management that a casual worker has no right to the post which has been held by their Lordships of the Hon'ble Supreme Court in the case of Director, Institute of Management Development v. Pushpa Srivastava, reported in AIR 1992 SC 2070. It is also further contended that his appointment itself was not made to the post and his disengagement cannot be construed to be retrenchment and the concept of retrenchment cannot be stretched to such an extent to cover such employee. Reference in this regard has been made to the case of Himangshu Kumar Vidyarthi & Ors. v. State of Bihar, JT 1997(4) SC 570. It has been observed in this case by their Lordships "Admittedly, they were not appointed to the post in accordance with rules but were engaged on the basis of need of work. They are temporary employees working on daily wages. Under these circumstances their disengagement from service cannot be construed to be retrenchment under the Industrial Disputes Act. The concept of 'retrenchment', therefore, cannot be stretched to such an extent as to cover these employees" It is also further submitted in this connection that since the appointment itself was not regular and was of casual nature, there is no scope for regularisation. It has been pointed out that in the case of Union of India v. Biswamber Dutta, reported in 1997 (75) FLR 70 it has been observed by their Lordships of the Hon'ble Supreme Court "Since they are not appointed on regular basis in accordance with rules the direction issued by the Tribunal to regularise the service is illegal. It is then contended by the learned Counsel for the respondents that in view of the fact that they were regularly working for a long time they are entitled to regularisation. We do not appreciate the stand taken by the respondents. Unless they are appointed by regular basis according to rules after consideration of the claims on merit, there is no question of regularisation of the service." It has also been pointed out that in the case of R. N. Nanjundappa v. T. Thimmiah & Anr., Vol. 1972(2) SCR 799 it has been held that regularisation cannot be said to be a

form of appointment. It is also pointed out that in the case of Director of Public Instructions, West Bengal v. Dr. Ashis Paul & Ors. 1998(2) CHN 241 it has been held by their Lordships of the Hon'ble Calcutta High Court that "It is now well settled by reason of various decisions of the Supreme Court of India as also of this Court that regularisation cannot be made of recruitment." Further, it has been submitted on behalf of the management that regularisation is only permissible when regular posts are available as held by their Lordships of the Hon'ble Supreme Court in the case of Central Welfare Board & Ors. v. Ms. Anjali Bepari & Ors. JT 1996 (8) SC 1 "They would be regularised only when regular posts are available and in accordance with order of seniority." It has also been pointed out that in the case of J.K. Public Service Commission & Ors. v. Dr. Narinder Mohan & Ors., 1994(2) SCC 630 it has been held "A little leeway to make adhoc appointment due to emergent exigencies, does not clothe the executive Government with power to relax the recruitments to be regular or in accordance with rules. Back door adhoc appointment at the best of power source or otherwise and recruitment according to rules are mutually antagonistic and strange bed partners. They cannot co-exist in the same sheath. The former is in negation of fair play. The later are the product of order and regularity."

11. It has therefore been submitted that neither this workman was even temporarily appointed against a permanent post which existed, nor he regularly worked for 240 days continuously during the preceding 12 months before his removal, his case cannot be considered to be covered by the provisions of the Industrial Disputes Act, 1947, because continuous service has been defined in Section 25B of the Act and Section 25B applies only to such workers. It has, therefore, been submitted that the contention of the union that the termination of service of Mahindra Prasad Mishra was in the nature of retrenchment cannot be accepted. It has also been further stated that so far as the claim under section 25G is concerned, though it has been stated on behalf of the union that some persons were appointed in regular manner by the Bank subsequently, it has never been shown that they were appointed against vacancy caused by the removal of Mahindra Prasad Mishra and according to section 25H the re-employment of retrenched workmen is also to be made on the basis of seniority of the person. Since the present concerned workman had no parity with any other workman, nor it has been shown that though he was senior to other persons engaged like him and he was removed and the person junior to him was retained, his case cannot be considered for re-employment. So far as other persons are concerned it has been stated that they were appointed much after the removal of the said workman, Mahindra Prasad Mishra and they have been appointed in regular manner against regular posts. In this view of the matter, the claim of the union has no basis and foundation.

12. So far as the locus standi of the union espousing the cause of the workman is concerned, it has also been pointed out that the said workman Mahindra Prasad Mishra according to his own statement and according to the admission of the union in the written statement was removed on 31-5-1983 and he is said to have become member of the union in 1984. No

rule has been shown that a person who was earlier removed from service can become a member of the union. Moreover, it has been pointed out that in spite of the fact that the workman was removed in 1983, the dispute was raised as late as in 1986. So, it appears that the union has just tried to make a ground for confrontation with the management by espousing the cause of a person who did not deserve any consideration. So far as the representation as laid down in Section 36 of the Industrial Disputes Act, 1947 is concerned, it has been stated that according to Section 36 of the Industrial Disputes Act, 1947 is concerned, it has been stated that according to Section 36 a workman who is a party to a dispute shall be entitled to be represented in any proceeding under this Act by any member of the executive or other office bearer of a registered trade union of which he is a member or where the workman is not a member of any trade union by any member of the executive or other office bearer of any trade union connected with or by any other workman employed in the industry in which the worker was employed and authorised in such manner as may be prescribed. It has been stated that it has not been proved that the said workman Mahindra Prasad Mishra happened to be a member of this union and it has also not been shown that he had authorised the union to represent his case. Therefore, the concerned union had no authority to represent him in the dispute.

13. After considering the entire materials and the discussions made above, it becomes clear that there is no merit in the claim of the union in this case. The removal of the concerned workman cannot be treated as retrenchment in the real sense, nor his non-absorption by the Bank can be treated as illegal or improper. It must be noted in this connection that the Banks have to follow certain norms and rules for the purpose of making appointments and the first pre-condition is that the name of such person should be forwarded by the local employment exchange. WW-1, Mahindra Prasad Mishra has himself admitted that his name was never forwarded by the Employment Exchange, therefore, consideration of such appointment is out of question. Moreover, it has been stated by MW-1 that the Branch Manager has no power to make any appointment in the Bank and it is made by the Head Office which is delegated to Zonal Office in some cases. Therefore, it was not possible for the management to have appointed the concerned workman in the Bank and the claim of the workman does not appear to be correct.

14. In the circumstance, the prayer of the union is not fit to be allowed. There does not appear to be any illegality in the action of the Bank in this case. Accordingly, the reference is answered.

B. P. SHARMA, Presiding Officer

Dated, Kolkata,

The 9th November, 2001.

नई दिल्ली, 21 नवम्बर, 2001

का.ग्रा. 3338 : औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार इण्डियन बैंक के प्रबंधता के तहत नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद

में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेंनई के पंचाट की प्रकाशित करती है, जो केन्द्रीय सरकार का 21-11-2001 को प्राप्त हुआ था।

[सं. एल-12011/76/98 आई आर (बी-II)]

सी. गंगाधरन, अवर सचिव

New Delhi, the 21st November, 2001

S.O. 3338.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Chennai as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Indian Bank and their workman, which was received by the Central Government on 21st November, 2001.

[No. L-12011/76/98-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR  
COURT, CHENNAI

Monday, the 29th October, 2001

PRESENT :

K. Karthikeyan, Presiding Officer.

Industrial Dispute No. 676/2001

(Tamil Nadu Principal Labour Court C.G.I.D.  
No. 313/99)

In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri L. Arumugham and the Management of Indian Bank, Chennai.]

BETWEEN

The General Secretary,  
Indian Bank Employees Association,  
Chennai. . . I Party/Claimant.

AND

The General Manager,  
Indian Bank, Chennai. . . II Party/Management.

APPEARANCES :

For the Claimant : M/s. D. Hariparanthaman,  
Sri V. Ajay Kohse, Advocates.

For the Management : M/s. Aiyar and Dolia,  
Advocates.

AWARD

The Government of India, Ministry of Labour in exercise of powers conferred by clause (d) of Sub-section (1) and sub-section 2(A) of Section 10 of

Industrial Dispute Act, 1947 (14 of 1947), have referred the following Industrial Dispute for adjudication vide Order No. L-12011/76/98/IR(B-II) dated 13th May, 1999 :—

“Whether the Management of Indian Bank is justified in denying Shri L. Arumugham the deployment and payment of special allowance for Telex Operation and if not, to what relief Shri L. Arumugham, the workman is entitled to?”

2. This is an industrial dispute raised by the General Secretary of Indian Bank Employees Association, espousing the cause of the workman Sri L. Arumugham, questioning the action of the Management of Indian Bank in denying the concerned workman the deployment and payment of special allowance for Telex Operation. The Government of India, Ministry of Labour by an order dated 30-5-99 had referred this industrial dispute as mentioned in the schedule of reference to Tamil Nadu State Labour Court, Chennai for adjudication. On receipt of reference by the Principal Labour Court, Chennai this has been taken on file as C.G.I.D. No. 313/99. On receipt of notice from the Principal Labour Court for this industrial dispute, both the parties to the dispute appeared through their respective counsel and the counsel for the Petitioner took time for filing Claim Statement. The matter was adjourned in that Court from time to time, on the request of the counsel for the I Party/Claimant Union, extending time for filing the Claim Statement of the I Party. At this stage, on the orders of transfer by the Government of India, Ministry of Labour, this case has been transferred to the file of this Tribunal for adjudication.

3. On receipt of this reference along with other records, the case has been taken on file as I.D. No. 676/2001 and notices were sent to the counsel on records on either side, informing them about the transfer of this case from the file of Principal Labour Court, Chennai, to the file of this Tribunal for adjudication, with a direction to appear before this Tribunal with their respective parties on 23-10-2001. Accordingly, on 23-10-2001, the counsel on either side appeared in this Court and it was represented that the matter is being settled and a joint memo will be filed into Court in the next hearing about the settlement between the parties. On the request of the counsel on either side, the matter was reposted to this day 29th October, 2001 for reporting settlement. The learned counsel for the I Party/Union had made an endorsement on the original reference of this dispute itself that the I Party is not pressing the claim raised in the industrial dispute against the II Party/Management/Indian Bank, Chennai. The counsel on record for the II Party/Management/Indian Bank present in the Court consented for the same.

4. As per the endorsement made by the counsel on record for the I Party/Union, an order is passed as Award holding that ‘No Dispute’ now exists as per the referred industrial dispute mentioned in the Schedule of Reference between the parties to this dispute and this reference is closed as settled out of Court.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 29th October, 2001.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :

On either side : None.

Documents Marked :

On either side : Nil.

नई दिल्ली, 21 नवम्बर, 2001

का.आ. 3339.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूच में, केन्द्रीय सरकार यूनिऑन बैंक ऑफ इण्डिया के प्रबंधकों के संलग्न निर्यातों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण गुवाहटी के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार का 19-11-2001 को प्राप्त हुआ था।

[सं. एल-12011/184/99-आई आर (बी-II)]

सी. गंगधरान, अधीक्षक सचिव

New Delhi, the 21st November, 2001

S.O. 3339.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal/Labour Court, Guwahati as shown in the annexeure in the Industrial Dispute between the employers in relation to the management of Union Bank of India and their workman, which was received by the Central Government on 19th November, 2001.

[No. L-12011/184/99-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

IN THE INDUSTRIAL TRIBUNAL, GUWAHATI, ASSAM

Reference No. 9(C) of 2000

PRESENT :

Shri K. Sarma, LL.B., Presiding Officer, Industrial Tribunal, Guwahati.

In the matter of an Industrial Dispute between :

The Management of Union Bank of India, Regional Office, Chandmari, Guwahati-3.

Vs.

The General Secy., UBEU, Fancy Bazar, Guwahati-1.

Date of Award : 3-9-2001

## AWARD

This industrial dispute has been referred to by the Government of India, Ministry of Labour under Section 10 of the Industrial Dispute Act vide order No. L-12011/184/99/IR(B-II) dated 15-3-2000 to adjudicate the dispute arising between the management of Union Bank of India, Regional Office, Chandmari, Guwahati-3 and their workmen represented by General Secretary of UBEU, Fancy Bazar, Guwahati-1 on the following issue :

“Whether the promotion process from clerical to officer cadre in the State of Assam conducted by the management of Union Bank of India vide circular No. 4414 dated 12-12-97 is in accordance with the Promotion Policy Settlement circulated on 23-10-92 is proper and justified? If not, what relief are the workmen entitled to?”

On receipt of reference, this tribunal has registered this case and issued notices to both the parties calling upon them to file their written statement/addl. written statement, and documents, in response to which representatives of both the parties have appeared and filed their written statement/addl. written statement and documents. Apart from documentary evidence, the parties have adduced their oral evidence in support of their respective claim.

The fact of the dispute in brief is that the Union Bank Employees Union in short, UBEU being represented by General Secy. has raised this industrial dispute challenging the promotion process to be conducted by the management vide circular No. 4414 dated 12-12-97 for promotion of employees from clerical cadre to officer cadre as not being in conformity with the promotion policy mentioned in the agreement entered into between recognised union and management on 23-10-92. The union has challenged the process on three grounds, viz. management has not notified the yearwise number of vacancies. Secondly, clubbing of vacancies more than one year in one promotion process is not permissible. Thirdly, wrong identification of number of vacancies. According to union, number of vacancy to be filled up should be informed to the majority union and not only to the recognised union as per promotion policy of 1992. As the management has not complied with aforesaid condition in adopting the promotion process it cannot be said to be in accordance with promotion policy on 1992 and hence it is disputed.

The dispute was initially raised before concerned labour authority who tried to settle it on conciliation, but having failed to settle the same, the dispute was referred to appropriate Government who has ultimately made this reference.

The management, on the otherhand, contended inter alia that before adopting promotion process the matter was discussed with the recognised union which is All India Union Bank Employees' Association which is recognised majority union by the management and also the number of vacancy was also notified to them and all the points agitated by the union in this dispute have been discussed with the aforesaid union

as per promotion policy of 1992 and hence there is no scope for raising this industrial dispute by this union. Management, as per rule has to consult with the recognised majority union as per promotion policy of 1992 which the management has accordingly done and the instant union not being recognised majority union has no scope for raising this industrial dispute.

I have heard the argument advanced by both the parties and perused the relevant record including evidence adduced by the party and also copy of the promotion policy entered into between the management and the recognised majority union. In the evidence of the representation of the union, he has supported the contention raised in the written statement. In the cross-examination, he has pacifically stated that the union which he has represented is not a majority union, but the largest union. It is also admitted that his union was informed by the management about the number of vacancy of the State channel. It is also admitted that management is not required to notify the vacancy of the All India Channel. Similarly, in the cross-examination of the management witness, he has also stated that the condition of the settlement policy of the 1992 is applicable not only recognised union but also to other signatories union.

From the perusal of the evidence of the parties and other materials on record I find that the management has to discuss and notify the number of vacancies to the majority recognised union. The representative of the union raising this dispute has specifically stated that his union is not a majority union but largest union. But as per promotion policy of 1992 the management has to inform the number of vacancy to the majority recognised union. Now the point to be decided is whether management has informed the number of vacancy and discussed the other condition with the majority recognised union or not. Admittedly, union raising this industrial dispute is not a recognised majority union. From the list submitted by both the parties to show the membership strength of the union I find that All India Union Bank Employees Association in short (AIUBEA) is a majority union having 11,310 members and according this union is recognised by the management as majority union. On the otherhand the union raising this industrial dispute has less number of members than the majority union recognised by the Bank. The representative of the union has not been in a position to establish that his union is recognised union and management is bound to discuss with them about promotion process as per settlement policy of 1992. In view of these, I am convinced that the management has discussed with the representative of the majority union about number of vacancy and other condition as per settlement of promotion policy of 1992. The union has further contended about the wrong identification of the number of vacancy. From the perusal of the materials on record I find that the union has not been able to establish about wrong identification of the vacancy made by the management.

Another point raised by the union is that clubbing of vacancy of more than one year in one promotion process is not permissible. In the instant case according to union, the management has clubbed the number of vacancies of more than a year by depriving

some of the employee from appearing before the interview in the year when they were found suitable. But this point has been defended by the management stating that the creation or abolition of the vacancy is the function of the management. The vacancies are identified strictly based on the exigencies of the bank. The bank draws up its Manpower Plan based on the requirement in various cadres. If in a particular year, it is felt that it is not in the interest of the organisation/exigencies of the Bank, the Manpower Plan may not be drawn up for particular year and consequently vacancies are not identified. In other words, Manpower Plan, which identifies vacancies in various cadres which are going to be filled up in, the plan year/years in drawn up strictly as per overall exigencies and sometimes Manpower Plan is prepared taking into account vacancies of 2-3 years and accordingly, a combined promotion process is conducted. Thus it is clarified that the conduct of the promotion process in any year is subject to the overall exigencies of the Bank and not merely for the sake of conducting a process every year even though there may not be any such requirement. Hence the exigencies of the Bank warranted clubbing of 2 years vacancies for the years 1996-97 and 1997-98. This is so not only for Assam but for all the States and this Assam State cannot be viewed in isolation.

In view of above position, I find that clubbing of vacancy more than a year considering the exigency of the work is not illegal. Bank is a business organisation having profiting motive and they are not ban to fill up the vacancy every year if manpower requirement does not justify so for the purpose of running the business smoothly. This being the position, I find that the ruling cited by the representative of the union (1998 LAB IC P. 2116) is not applicable in the case as it does not relate to clubbing of vacancy in any business organisation, but relates to police department.

From the forgoing discussion, I am of opinion that the management has not violated the condition of the settlement of 1992 in adopting promotion process and hence management can be said to be unjustified in adopting the promotion process from clerical to officer cadre. Accordingly, I hold that this reference deserved to be answered in favour of the management which I accordingly do.

In the result this reference is answered in favour of the management. Prepare an award accordingly.

K. SARMA, Presiding Officer

नई दिल्ली, 21 नवम्बर, 2001

का.आ. 3340.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूको बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय जोधपुर के पंचाट को प्रकाशित करनी है, जो केन्द्रीय सरकार को 19-11-2001 को प्राप्त हुआ था।

[सं. एल-12012/42/99-आईआर (बी-II)]

सी. गंगाधरन, धर सचिव

New Delhi, the 21st November, 2001

S.O. 3340.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal/Labour Court, Jodhpur as shown in the annexure in the Industrial Dispute between the employers in relation to the management of UCO Bank and their workman, which was received by the Central Government on 19-11-2001.

[No. L-12012/42/99-IR(B-II)]

C. GANGADHARAN, Under Secy.

अनुबंध

औद्योगिक विवाद अधिकरण एवं श्रम न्यायालय, जोधपुर

पीठासीन अधिकारी : श्री राजेन्द्र कुमार चाचाण, आर.एच.जे.एस.

ओ. वि. (केन्द्रीय) संख्या :- 6/99

सिरमोहर पुत्र श्री रंगलाल मीणा निवासी जोधपुर

पता चौधरी भवन रातानाडा, जोधपुर

—प्रार्थी

बनाम

1. यूको बैंक द्वारा जोनल मैनेजर, यूको बैंक, ए-30 (13) शास्त्री नगर, जयपुर।

2. रीजनल मैनेजर यूको बैंक, जी 79 शास्त्री नगर, जोधपुर।

3. मैनेजर यूको बैंक, नेहरू पार्क, जोधपुर।

—अप्रार्थी

उपस्थिति :

(1) प्रार्थी की ओर से श्री बाबूलाल लोहार प्रतिनिधि

(2) अप्रार्थी की ओर से श्री प्रकाशचन्द सिधवी प्रतिनिधि।

अधिनियम

दिनांक 12-9-2001

श्रम मंत्रालय भारत सरकार द्वारा अधिसूचना क्रमांक एल. 12012/42/99-आईआर (बी-II) दिनांक 4/11-6-1999 से निम्न विवाद बास्ते अधिनियम इस न्यायालय को प्रेषित किया है :

“Whether the action of the management of UCO Bank, Jodhpur in terminating the services of Shri Shirmohar Meena, Ex. Daily Rated Employee w.e.f. 7-5-97 is legal and justified? If not, what relief the concerned workman is entitled to?”

प्रार्थी ने अपना मांग पत्र प्रस्तुत करते हुए अभिकथित किया है कि अप्रार्थी द्वारा प्रार्थी को 50/- रुपये प्रतिदिन की शर्त पर दैनिक वेतन भोगी कर्मचारी के रूप में यूको बैंक ब्रांच नेहरू पार्क, जोधपुर में दिनांक 29-6-94 को नियुक्ति दी, प्रार्थी ने अप्रार्थी के अधीनस्थ 29-6-94 से 6-5-1997 तक निरन्तर कार्य किया तथा उक्त अवधि का भुगतान भी



अप्रार्थी ने प्रार्थी को किया, प्रार्थी ने अप्रार्थी के अधीन 1043 विस्तार निरन्तर कार्य किया, प्रार्थी की नियुक्ति स्वर्द्ध पद के विरुद्ध थी गई थी तब अन्ततः प्रार्थी को स्थाई रूप से नियुक्त किया जाना था परन्तु अप्रार्थी मैनेजर यूको बैंक नेहरू पार्क, जोधपुर द्वारा दिनांक 6-5-1997 को मौखिक आदेश से प्रार्थी की सेवाएं 7-5-1997 से विधि विरुद्ध समाप्त कर दी गईं, सेवा पृथक्ता के समय प्रार्थी का मासिक वेतन 65 रुपये प्रतिदिन था। अप्रार्थी के उक्त विधि विरुद्ध आवरण व कृत्य के विरोध में यूको बैंक, स्टाफ एसोसिएशन जोधपुर के माध्यम से 27-1-98 को समझौता अधिकारी के समक्ष श्रम विवाद प्रस्तुत किया, यह भी कहा है कि अप्रार्थी द्वारा प्रार्थी को सेवाएं समाप्त करने का कोई कारण नहीं बताया गया तथा धारा 25-एफ ओ. वि. अधिनियम के प्रावधानों की पालना नहीं की गई न ही एक माह का नोटिस, नोटिस वेतन व छंटनी मुआवजा ही दिया गया, प्रार्थी का सेवा में नियुक्ति व सेवा समाप्ति के आदेश जानबूझकर लिखित में जारी नहीं किये, 25-जी के अन्तर्गत लास्ट काम फर्स्ट गो के नियम की पालना नहीं की, छंटनी किये गये कर्मचारियों की वरीयता सूची नहीं बनाई गई अतः सेवा समाप्ति का आदेश पूर्णतया अवैधानिक व विधि-विरुद्ध है जो निरस्त किये जाने योग्य है। अन्त में प्रार्थना की है कि प्रार्थी को सेवा की निरन्तरता में फुल बैंक बैजस सहित में पुनर्स्थापित किये जाने का अधिनियम पारित किया जावे।

अप्रार्थी की ओर से जवाब प्रस्तुत करते हुए कहा गया है कि अप्रार्थी बैंक ने प्रार्थी को दिनांक 29-6-94 या अन्य कभी भी नियुक्ति नहीं दी गई, प्रार्थी ने कभी बैंक में कार्य नहीं किया जब अप्रार्थी बैंक ने प्रार्थी को कोई नियुक्ति ही नहीं दी तब किसी भी अधिनियम की धाराओं की पालना करने का प्रश्न ही पैदा नहीं होता, अन्त में प्रार्थना की है कि प्रार्थी का मांग-पत्र मय खर्च खारिज किया जावे।

प्रार्थी ने अपने मांग पत्र को पुष्टि में स्वयं का शपथ-पत्र प्रस्तुत किया जिस पर अप्रार्थी प्रतिनिधि द्वारा जिरह की गई तथा अप्रार्थी की ओर से अरुण गुप्ता का शपथ-पत्र प्रस्तुत किया गया जिस पर प्रार्थी प्रतिनिधि द्वारा जिरह की गई। प्रार्थी की ओर से दस्तावेजी साक्ष्य में चैर रिटर्न (लौटाये जाने की डिपोजिटरी बुक) वर्ष 1994, प्रार्थी को किये गये भुगतान के बाउचर, प्रार्थी के बैंक खाते की नकल प्रस्तुत की गई। किसी को ओर से कोई दस्तावेजी साक्ष्य प्रस्तुत नहीं हुई है।

मैंने दोनों पक्षों के विद्वान् प्रतिनिधियों की बहस सुनी, पत्र-पत्रों का अवलोकन किया।

प्रार्थी के विद्वान् प्रतिनिधि का तर्क है कि प्रार्थी ने 29-6-94 से 6-5-1997 तक अप्रार्थी के अधीन दैनिक वेतन भोगी के रूप में निरन्तर कार्य किया लेकिन उसे सेवा-पत्र देने में पूर्व धारा 25-एफ ओ. वि. अधिनियम के आदेशानुसार प्रावधानों की पालना नहीं की गई जबकि प्रार्थी ने अन्त में अन्त में लगातार कार्यरत रहते हुए 240 दिन से अधिक का सेवा पूर्ण कर ली थी, इस प्रकार अप्रार्थी द्वारा मौखिक

आदेश से की गई सेवा समाप्त पूर्णतया अनुचित एवं अवैध है। अतः प्रार्थी, सेवा की निरन्तरता में पूर्ण पूर्व भुति सहित सेवा में पुनर्स्थापित किये जाने का अधिकारी है।

अप्रार्थी के विद्वान् प्रतिनिधि ने तर्क प्रस्तुत करते हुए कहा है कि प्रार्थी को बैंक ने कभी सेवा में नियुक्त नहीं किया। ऐसी स्थिति में प्रार्थी अप्रार्थी से कोई राहत प्राप्त करने का अधिकारी नहीं रहता है, प्रार्थी का मांग-पत्र खारिज किये जाने योग्य है।

मैंने तर्कों पर मनन किया।

इस प्रकरण में मुख्य विचारणीय प्रश्न यह है कि क्या प्रार्थी की नियुक्ति अप्रार्थी बैंक में नियमित प्रक्रिया, चयन के माध्यम से हुई अथवा नहीं। यदि हां तो प्रार्थी क्या राहत प्राप्त करने का अधिकारी है। उपरोक्त प्रश्न के निस्तारण हेतु पक्षधरों पर पक्षकारों की जो साक्ष्य आई है उसका मैं विवेचन करना उचित समझता हूं।

इस संबंध में प्रार्थी ने अपने शपथ-पत्र में 29-6-94 को मुझे बैंक का चैर रिटर्न, जोधपुर द्वारा दैनिक वेतन भोगी कर्मचारी के रूप में नियुक्ति दिया जाना अंकित किया है, यह भी अंकित किया है कि उसने अप्रार्थी के अधीन 29-6-94 से 6-5-1997 तक निरन्तर कार्य किया तथा उक्त अवधि का भुगतान भी अप्रार्थी ने प्रार्थी को किया तथा उक्त अवधि में उसने 1043 दिन निरन्तर कार्य किया तथा यह भी कहा है कि उसकी नियुक्ति स्वर्द्ध पद/कर्मचारी के विरुद्ध थी, यह भी कहा है कि सेवा से पृथक्ता के समय उसका दैनिक वेतन 65 रुपये प्रतिदिन था। प्रार्थी ने शपथ-पत्र पर जिरह में कहा है कि मुझे लिखित में आदेश प्राप्त नहीं हुआ। यह कहना गलत है कि मैंने बैंक में काम नहीं किया, मुझे मासिक वेतन कितना मिलता था पता नहीं, मुझे मतलब नहीं कि मैंने कितने दिनों काम किया, गिनती नहीं आती है, मुझे भीकरी से हटाने का आदेश नहीं दिया। मुझे बैंक भी बैंक से कभी नहीं मिला, समझौता अधिकारी के पास नहीं गया। अन्त में जिरह में कहा है कि मुझे बैंक ने चैर रिटर्न के पद पर नियुक्ति दी, मैंने कभी नहीं कहा कि मेरे से हस्ताक्षर करवाये जायें, समस्त बाउचर मेरे नाम में बनते थे जिस पर मैं हस्ताक्षर के रूप में मेरा नाम लिखा था मुझे याद नहीं बाउचर किस-किस तारीख तक बने, यह कहना गलत है कि 29-6-94 अथवा कभी भी बैंक में कार्य नहीं किया, मुझे निकालने के बाद किसी को कार्य पर नहीं रखा।

किशोरी के गवाह अरुण गुप्ता ने अपने शपथ-पत्र में स्पष्ट रूप से कहा है कि यूको बैंक, नेहरू पार्क, जोधपुर से प्रार्थी को कभी भी नियुक्ति नहीं दी, प्रार्थी अप्रार्थी यूको बैंक, नेहरू पार्क, जोधपुर से किसी भी प्रकार का कोई लाभ प्राप्त करने का अधिकारी नहीं है। जिरह में गवाह ने कहा है कि मेरे सामने प्रार्थी ने कार्य नहीं किया, प्रार्थी की नियुक्ति बैंक में नहीं की, प्रार्थी की नियुक्ति का लिखित आदेश रिकार्ड में नहीं मिला, प्रार्थी हमारे बैंक का सेविंग एकाउंट होल्डर है, खाता होल्डर के अलावा भी किसी



खाते में रकम जमा हो सकती है बैंक की डाक कोरियर से भेजेते हैं, उस समय कोरियर कौन था पता नहीं, स्टेशनरी का कोई सम्बन्ध भी नहीं होता, प्राथी सिरमोहर की वाउचरों के जरिये भुगतान किया गया है, सिरमोहर स्टेशनरी का कोई सांभाल लाया होगा भुगतान किया है। यह कहना गलत है कि प्राथी को दैनिक वेतन पर रखा गया हो, प्राथी को भुगतान दैनिक वेतन के रूप में नहीं किया गया, दैनिक वेतन भोगी कर्मचारी के कितने पद थे पता नहीं मैं केवल विपक्षी त. 3 का प्रति-निधित्व करता हूँ हमारी बांच में दैनिक वेतन भोगी के कितने पद रिक्त हैं पता नहीं। दैनिक वेतन भोगी को बैंक में रखते ही नहीं है।

प्राथी की उपरोक्त साक्ष्य से यह भली-भांति प्रमाणित होता है कि प्राथी को बैंक द्वारा सेवा में रखते समय कोई नियुक्ति-पत्र नहीं दिया न ही किसी चयन-समिति द्वारा प्राथी का चतुर्थ श्रेणी कर्मचारी के पद पर चयन किया गया, प्राथी अपनी साक्ष्य में यह भी नहीं बता पाया है कि उसे मासिक कितना वेतन मिलता था प्राथी यह भी नहीं बता सका है कि उसने बैंक के अधीन कितने दिन कार्य किया, वह साक्ष्य में यह भी स्वीकार करता है कि उसे बैंक से कभी चेक नहीं मिला, वह यह भी साक्ष्य में स्वीकार करता है कि उसने बैंक से कभी नहीं कहा कि उसके हस्ताक्षर करवाये जायें, यदि वास्तव में प्राथी बैंक का नियमित नियुक्त कर्मचारी होता तो निश्चित रूप से उसका नाम उपस्थिति पंजिका में अंकित किया जाता व उसके हस्ताक्षर उपस्थिति पंजिका में कराये जाते। हुआ कि प्राथी ने अपनी साक्ष्य में यह कहा है कि समस्त वाउचर उसके नाम से बनते थे जिन पर वह हस्ताक्षर के रूप में अपना नाम लिखता था लेकिन आगे प्राथी यह कहता है कि उसे पद नहीं वाउचर किससे किस तारीख तक बने। इस तथ्य की सिद्ध करने का भार प्राथी पर है कि उसकी नियमित नियुक्ति बैंक में चयन प्रक्रिया के अनु-सार हुई तथा उसने बैंक के अधीन किस तारीख से किस तारीख तक कितने दिन कार्य किया लेकिन प्राथी की ओर से प्रस्तुत प्रकरण में ऐसी कोई साक्ष्य नहीं है जिससे यह प्रमाणित माना जा सके कि प्राथी की नियुक्ति बैंक में नियमित च.श्रे. क. के रूप में चयन समिति द्वारा की गई हो या प्राथी ने बतौर नियमित चतुर्थ श्रेणी कर्मचारी अप्राथी बैंक के अधीन 26-9-94 से 6-5-1997 तक निरन्तर कार्य किया हो। इसके इसके विपरीत विपक्षी साक्ष्य से यह भली-भांति सिद्ध है कि बैंक ने प्राथी को कभी नियुक्ति नहीं दी क्योंकि गवाह कहता है कि प्राथी की नियुक्ति का कोई लिखित आदेश रिकार्ड में नहीं मिला।

प्राथी के विद्वान प्रतिनिधि ने मेरा ध्यान पियोन बुक की ओर आकर्षित करते हुए बताया है कि उक्त पियोन-बुक में जहाँ-जगह पर प्राथी के हस्ताक्षर हैं यदि प्राथी वास्तव में बैंक का कर्मचारी नहीं होता तो क्योंकि उसके हस्ताक्षर पियोन-बुक में होते। इस संबंध में विपक्षी का गवाह अपनी साक्ष्य में स्पष्ट रूप से कहता है कि बैंक की डाक कोरियर से भेजेते हैं, उस समय कोरियर कौन था पता नहीं। विपक्षी के विद्वान प्रतिनिधि का यह भी तर्क है कि उक्त वस्तावेजात प्राथी ने अपनी साक्ष्य में प्रदर्शित भी नहीं किये हैं तथा उक्त वस्तावेजात अपनी सिद्ध

पूर्ण होने के बजाय पेश किये हैं तथा मात्र फोटो कॉपी हैं जिनकी कानूनन कोई मान्यता नहीं है यह भी कहा कि उक्त वस्तावेजात की बात प्राथी द्वारा अप्राथी के गवाह से एक प्रश्न भी नहीं पूछा गया है। ऐसी स्थिति में प्राथी द्वारा प्रस्तुत वस्तावेजात विश्वसनीय नहीं है। मैंने उक्त तर्कों पर मनन किया।

वास्तव में प्राथी द्वारा प्रस्तुत वस्तावेजात के अवलोकन से यह श्रुत होता है कि यह केवल मात्र फोटो कॉपी है, इनको किसी सक्षम साक्ष्य से प्रदर्शित नहीं करवाया गया है अतः केवल मात्र पियोन बुक में प्राथी के हस्ताक्षर होने मात्र से यह गवाह माना जा सकता कि प्राथी बैंक का नियमित कर्मचारी था।

उपरोक्त विवेचन के आधार पर मैं इस निष्कर्ष पर पहुंचा हूँ कि प्राथी की नियुक्ति बैंक में नियमित चतुर्थ श्रेणी कर्मचारी के पद पर चयन समिति द्वारा नहीं की गई न ही उसे कोई नियुक्ति आदेश दिया गया न ही सेवा पुष्कता का आदेश दिया गया, न ही प्राथी अपनी साक्ष्य से यह सिद्ध कर पाया है कि उसने बैंक के अधीन किस तिथि से किस तिथि तक निरन्तर कार्य किया। सक्षम साक्ष्य के अभाव में प्राथी अप्राथी नियोजक से कोई राहत प्राप्त करने का अधिकारी नहीं रहता है। कलस्वरूप प्राथी का मांग पत्र स्वयं खारिज किये जाने योग्य है।

#### अधिनियम

अतः यह अधिनियमित किया जाता है कि प्राथी यू.को. बैंक द्वारा प्राथी को सिरमोहर की कभी दैनिक वेतन भोगी श्रेणी के रूप में नियमित कर्मचारी के रूप में नियुक्ति नहीं दी गई, न ही अप्राथी बैंक द्वारा प्राथी को विनांक 7-5-97 को सेवा से पुष्कत किया गया। ऐसी स्थिति में जब प्राथी की नियुक्ति ही बैंक में होना प्रमाणित नहीं है तो अप्राथी बैंक द्वारा प्राथी की सेवा समाप्त किये जाने का प्रश्न ही उत्पन्न नहीं होता। अतः प्राथी अप्राथी से कोई राहत प्राप्त करने का अधिकारी नहीं है।

यह अधिनियम आज विनांक 12-9-2001 को खुले ख्यालिय में हस्ताक्षर कर सुनीया गया।

राजेश कुमार च.बाण, न्यायाधीश

नई दिल्ली, 13 नवम्बर, 2001

का.प्र. 3341—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल रेलवे, भोपाल, के प्रबंधन के संबंध विवादों और उनके कर्मचारियों के बीच, अनुबंध में निम्नित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम ध्यालय जयपुर के पंचाट की प्रकाशित करती है, जो केन्द्रीय सरकार को 12-11-2001 को प्राप्त हुआ था।

[स.एन-41012/74/92-प्राईमरीयू/(बी-1)]

राजेश कुमार, बैंक अधिकारी

New Delhi, the 13th November, 2001

S.O. 3341.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Railway, Bhopal and their workman, which was received by the Central Government on 12-11-2001.

[No. L-41012/74/92-IR-DU(B-I)]

AJAY KUMAR, Desk Officer

### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT, JABALPUR

CASE NO. CGIT/LC/R/206/93

PRESIDING OFFICER : SHRI K. M. RAI.

Shri Om Prakash,  
S/o Shri Lalji Prasad,  
RB. II, 287-C,  
East Colony,

Bina, Distt. Sagar

.. Applicant.

Versus

Divisional Railway Manager,  
Central Railway,  
Bhopal

.. Non-applicant.

### AWARD

Passed on this 2nd day of November, 2001

1. The Government of India, Ministry of Labour vide order No. L-41012/74/92 IRDU dated 30-9-93 has referred the following dispute for adjudication by this tribunal:—

"Whether the action of the management of Central Railway Bhopal in terminating the services of Shri Om Prakash, S/o Shri Lalji Prasad Ex Labourer w.e.f. 15-10-90 is legal and justified? If not, what relief he is entitled to?"

2. The case for the workman is that he was appointed as casual labour by the management on 8-10-87. On 5-2-88, he acquired the status of monthly rated casual labour. On 30-1-90, a chargesheet was issued to him by the management making allegations of unauthorised absence against him. He submitted his reply to the charges levelled against him. He remained absent from duty because of his serious illness. He had intimated the management regarding his illness. The medical certificate regarding his illness was sent by him to the management and the Medical Superintendent, Railway Hospital, Bina who had found the same to be correct. The management did not accept his reply and decided to hold DE against him. He was not given ample opportunity to defend his case before the Enquiry Officer. No charges were proved against him during the equity proceedings. The management fraudulently obtained his signature on the blank paper and misused it in the enquiry by incorporating his alleged confession of guilt. The DE was an empty formality. He was not given opportunity to produce defence witness before the Enquiry Officer. The entire enquiry was conducted in violation of the principles of natural justice. Copy of the enquiry report was never supplied to him. No show cause notice was issued to him by the management. The Enquiry Officer had not conducted the enquiry in a just and impartial manner. The enquiry officer wrongly held the charges proved against him. The Disciplinary authority had illegally accepted the report of enquiry officer and passed the order of termination against him on 15-10-1990. He preferred an appeal against the order of termination before the appellate authority. His appeal was not considered properly and was rejected without applying the mind by the appellate authority. The order of removal from service passed by the management is absolutely illegal and deserves to be quashed. He is entitled to reinstatement with back wages and other monetary benefits.

3. The case for the management is that the workman worked as casual labour in a broken period. He remained absent from duty without any authority. The management legally decided to hold DE against him for committing the alleged misconduct. The enquiry was conducted in a just and proper manner. The workman was given ample opportunity to defend his case properly before the Enquiry Officer. He had participated in the enquiry proceedings and never objected to the procedure adopted by the Enquiry Officer. He was given opportunity to adduce evidence in support of his defence. No rule or principles of natural justice were violated by the Enquiry Officer in conducting the DE. The Enquiry Officer was absolutely impartial in conducting the DE against him. The Enquiry Officer rightly held the charges proved against the workman after considering all the relevant facts and circumstances available on the record. No prejudice has been caused to the workman in the present case. Looking to the seriousness of misconduct, the punishment of removal from service was found to be just and proper. The order of removal from service does not require any interference by this court. The workman is not entitled to any relief as claimed by the workman.

4. The following issues arise for decision in this case and my findings thereon are noted hereinafter:—

1. Whether the DE conducted against the workman by the management is just and proper?

2. Whether the management is entitled to lead evidence to prove the alleged misconduct against the workman.

3. Whether the order of termination from service passed by the management against the workman on 15-10-90 is just and proper?

4. Whether the workman is entitled to reinstatement with back wages?

5. Relief and costs?

6. Issue Nos. 1 and 2 :

It has been held by this court on 27-2-2001 that the DE conducted against the workman is just and proper and the management is not required to lead any evidence to prove the alleged misconduct of the workman. In view of this finding these issues need no further consideration.

7. Issue No. 3 :

The workman was chargesheeted for remaining absent from duty for a considerable period of time without any authority. The workman has specifically stated that due to illness, he remained absent from 8-5-1989 to 26-12-1989. He had submitted the application along with medical certificate to the management for sanctioning the leave. Except this no misconduct is alleged to have been conducted by the workman. The management as not been able to prove that the workman never fell sick during the period of his absence from duty. In such a circumstance the punishment of dismissal from service appears to be disproportionate and too harsh. Lesser punishment shall meet the ends of justice. It is therefore held that the punishment of dismissal from service imposed on the workman is not just and proper. This issue is answered accordingly.

8. Issue No. 4 :

In view of my finding given on issue No. 3, it is held that the workman is entitled to reinstatement without back wages. On the principle of no work, no pay, he shall not be entitled to receive any monetary benefits as claimed by him. This issue is answered accordingly.

9. Issue No. 5 :

On the reasons stated above, it is held that the order of termination from service, passed against the workman on 15-10-1990 is improper and accordingly it is hereby quashed the workman shall be reinstated. He shall not be entitled to back wages and other monetary benefits as claimed by him.

10. The period of his absence from duty shall be treated on duty only for the purposes of pensionary benefits. The reference is accordingly answered in favour of the workman and against the management.

11. Copy of the award be sent to the Government of India, Ministry of Labour as per rules.

K. M. RAI, Presiding Officer

नई दिल्ली, 13 नवम्बर, 2001

का. आ. 3342.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सादन रेलवे, मैसूर के प्रबंधक के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय बंगलौर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-11-2001 को प्राप्त हुआ था।

[स.एल-41012/177/95-आई.आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 13th November, 2001

S.O. 3342.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Southern Railway, Mysore and their workman, which was received by the Central Government on 12-11-2001.

[No. L-41012/177/95-IR(B-I)]

AJAY KUMAR, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT "SHRAM SADAN", III MAIN, III CROSS, II PHASE, TUMKUR ROAD, YESHWANTHPUR, BANGALORE

Dated : 1st November 2001

#### PRESENT :

Hon'ble Shri V. N. Kulkarni, B. Com., LL.B., Presiding Officer.

CGIT-CUM-LABOUR COURT, BANGALORE  
C. R. N. 203/97

#### I Party

Shri N. Subhash Chandra  
Bose,  
Gundethetta House,  
Gundia Post,  
Nelliyadi,  
Puttur.  
(Advocate-M.S. Anandaramu)

#### II Party

The Dy. Regional  
Manager,  
Southern Railway,  
Division Office,  
Mysore.  
(Advocate-S.M. Salihi)

#### AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-41012/177/95-IR(B-I) dated 4th March 1997 for adjudication on the following schedule :

#### SCHEDULE

"Whether the management of Southern Railway, is justified in terminating the services of Shri N. Subhash Chandra Bose w.e.f. 12-3-1980? If not, to what relief the workman is entitled?"

2. The first party was working with the second party. He was terminated from service and therefore industrial dispute is raised.

3. Parties appeared and filed Claim Statement and Counter respectively.

4. The case of the first party in brief is as follows :

5. It is the case of the first party that he joined service as inspector of Works on 1-12-1968 in the Hassan Mangalore Railway Construction Project against a substantive and sanctioned post. He worked till 12-3-1980 but unfortunately his services were terminated without issuing an order of termination and assigning any reasons. It would be pertinent to note that as per Chapter 25 of the Indian Railway Establishment Manual, when a person who is appointed as a Casual labour works continuously for about four months, he becomes entitled to be conferred temporary status allowing benefits such as fixation of pay in regular scale of pay besides payment of other allowances and benefits. Details are stated in Para 1 of the Claim Statement.

6. First party is a workman and the action of the management is not correct. Law laid down by the Hon'ble Supreme Court of India is also stated in para 6 of the Claim Statement. First party for these reasons has prayed to pass award in his favour.

7. The case of the second party in brief is as under :—

8. It is true that the first party was engaged as Khalasi on daily rate of pay in Hassan Mangalore Railway Project w.e.f. 5-12-1968 and he has worked upto 3-10-1979 under Inspector of Works. He has worked under permanent way Inspector, Hassan-Mangalore Railway Construction, Sakleshpur from 3-10-79 to 12-3-80.

9. It is the further case of the management that on completion of the said work the first party was stopped work w.e.f. 12-3-80. Notice was given to the first party and settlement was made.

10. The allegation that the first party was working against the substantive and sanctioned post is not correct. First party was only a Casual Worker. The contention of the first party that he would be re-engaged once again is not correct.

11. It is the further case of the management that the first party had no requisite continuous service which would have qualified for temporary status. The Statement of workman is also given in the Counter.

12. It is said that continuous employment would mean continuous engagement on the same work of the same type of work as explained in the earlier paragraphs. Provision contained in Rule 2512 of Chapter 25 of Indian Railway Establishment Manual are stated in detail. Management for these reasons and for some other reasons has prayed to reject the reference.

13. It is seen from the records that workman got examined himself. The evidence of first party is that he joined the Railway Department as Khalasi in the year 1968 and worked upto 12th March 1980. He further says that no termination letter was given and no charge sheet was issued. The termination is illegal. He was not given any compensation.

14. Against this we are having the evidence of MW1, S.M. Sahadev and his evidence is that first party was engaged as Casual Labour Khalasi in Hassan Mangalore Railway Construction Project and that project work was for a fixed period. He further says that the services of the first party came to an end in March 1980. He has given evidence about the rules and regulations. He says that the circular was issued calling applications from the removed casual labourers to re-engage them but the first party did not appear.

15. MW1 in his cross examination has stated that it is true that the first party was working in the department from 1-12-68 to 12-3-1980. It is established from the records and evidence that the first party has worked for a long period in the department MW1 admits his cross examination that they have not issued any termination order.

16. Before I proceed further it is important to note that in the Counter itself the management has said that the first party has worked w.e.f. 5th December 1968 to 12-3-1980. First party has said he has worked from 1-12-1968 to 12-3-1980 and he has also worked for more than 240 days in a year.

17. MW1 categorically states that the first party has worked for more than 240 days. He further says that department has not given notice of termination or order of termination. It is admitted by MW1 that Ex. M3 was published on 11-3-1987 and first party was removed on 12-3-1980.

18. With this cross examination it is clear that there is merit in the arguments advanced by the learned counsel appearing for the first party that the notification itself is published on 11-3-87 and it was not possible for the first party to know about this notification because first party was terminated in the year 1980 itself.

19. I have considered the documents and the evidence before me carefully. It was argued by the learned counsel for the first party workman that he is satisfied if the name of first party workman is included in the list as per seniority only and he further submitted that first party be included in the list of casual workers on fulfilling the necessary qualifications.

20. In my opinion this submission of the first party seems to be quite reasonable. Fact remains that first party has worked for a long period and he can be included in the list as per seniority. Accordingly I proceed to pass the following Order :—

#### ORDER

Reference is partly allowed. The department is directed to include the name of first party in the list of Casual Workers as per seniority if he fulfills all the required qualifications.

(Dictated to RA transcribed by her connected and signed by me on 1st November 2001).

V. N. KULKARNI, Presiding Officer

आई दिल्ली, 13 नवम्बर, 2001

का. आ. 3343.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सर्वेक्षक रेलवे, मैसूर के प्रबंधक के संबंध दिव्यजको और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं न्यायालय, बंगलौर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-11-2001 को प्राप्त हुआ था।

[सं. एल-41012/178/95-आई. वर. (सी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 13th November, 2001

S.O. 3343.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal cum Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Southern Railway, Mysore and their workman, which was received by the Central Government on 12-11-2001.

[No. L-41012/178/95-TRIB-I]

AJAY KUMAR, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM LABOUR COURT "SHRAM SADAN", III MAIN, III CROSS, II PHASE, TUMKUR ROAD, YESHWANTHPUR, BANGALORE

Dated : 1st November, 2001

#### PRESENT :

Hon'ble Shri V. N. Kulkarni, B.Com, LLB.,

Presiding Officer,  
CGIT-cum-Labour Court,  
Bangalore.

C.R. No. 146/97

#### I PARTY

Shri P. J. Joylchan,  
Pauvthil House,  
Addahole P.O., Guindia,  
Puttur-547229.  
(Advocate—M. S. Anandaram)

#### II PARTY

The Divisional Railway Manager,  
Southern Railway,  
Personnel Branch,  
Mysore-570021.  
(Advocate—S. M. Salih)

#### AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-41012/178/95-IR(B-I), dated 23rd July, 1996 for adjudication on the following schedule :

#### SCHEDULE

"Whether the management of Southern Railway, is justified in terminating the services of Shri P. J. Joylchan w.e.f. 12-3-1980? If not, to what relief the workman is entitled?"

2. The first party was working with the second party. He was terminated from service and therefore industrial dispute is raised.

3. Parties appeared and filed Claim Statement and Counter respectively.

4. The case of the first party in brief is as follows :

5. It is the case of the first party that he joined service as a Khalasi on 12-12-1974 in the Hassan Mangalore Railway Construction Project against a substantive and sanctioned post. He worked till 12-3-1980 but unfortunately his services were terminated without issuing an order of termination and assigning any reasons. It would be pertinent to note that as per Chapter 25 of the Indian Railway Establishment Manual, when a person who is appointed as a Casual labour works continuously for about four months, he becomes entitled to be conferred temporary status allowing benefits such as fixation of pay in regular scale of pay besides payment of other allowances and benefits. Details are stated in Para 1 of the Claim Statement.

6. First party is a workman and the action of the management as stated in para-4 of the claim statement is not correct. Law laid down by the Hon'ble Supreme Court of India is also stated in para-6 of the Claim Statement. First party for these reasons has prayed to pass award in his favour.

7. The case of the second party in brief is as under :

8. It is true that the first party was engaged as Khalasi on daily rate of pay in Hassan Mangalore Railway Project w.e.f. 12-12-1974 and he has worked there upto 3-10-79.

9. It is the further case of the management that on completion of the said work the first party was stopped work w.e.f. 12-3-80. Notice was given to the first party and settlement was made.

10. The allegation that the first party was working against the substantive and sanctioned post is not correct. First party was only a Casual Worker. The contention of the first party that he would be re-engaged once again is not correct.

11. It is the further case of the management that the first party had no requisite continuous service which would have qualified for temporary status. The Statement of workman is also given in the Counter.

12. It is said that continuous employment would mean continuous engagement on the same work or the same type of work as explained in the earlier paragraphs. Provision contained in Rule 2512 of Chapter 25 of Indian Railway Establishment Manual are stated in detail. Management for these reasons and for some other reasons has prayed to reject the reference.

13. It is seen from the records that workman got examined himself. The evidence of first party is that he has worked from 12th December, 1974 to 12th March, 1980.

14. Before I proceed further it is important to note that in the Counter itself the management has said that the first party has worked w.e.f. 12th December, 1974 up to 3-10-1979. First party has said he has worked from 1974 to 1980 and he has also worked for more than 240 days in a year.

15. He further says that no charge sheet was given and he was removed from service. Against this we are having the evidence of MW1, Mr. S. M. Sanadevan. His evidence is that the first party was engaged for a work project in Hassan Mangalore Railway Construction Project on daily wages as Casual Labourer. He has also said that the first party was not a regular employee.

16. His further evidence is that the first party has not responded to the notification issued by the department for continuation of Casual worker who was terminated. The application was to be filed on or before 31-3-1987 but the first party has not filed any application and therefore, he was not included in the list.

17. MW1 categorically states that the first party has worked for more than 240 days. He further says that department has not given notice of termination or order of termination. It is admitted by MW1 that Ex. M3 was published on 11-3-87 and first party was removed on 12-3-1980.

18. With this cross examination it is clear that there is merit in the arguments advanced by the learned counsel appearing for the first party that the notification itself is published on 11-3-87 and it was not possible for the first party to know about this notification because first party was terminated in the year 1980 itself.

19. I have considered the documents and the evidence before me carefully. It was argued by the learned counsel for the first party workman that he is satisfied if the name of first party workman is including in the list as per seniority only and he further submitted that first party be included in the list of casual workers on fulfilling the necessary qualifications.

20. In my opinion this submission of the first party seems to be quite reasonable. Fact reminds that first party has worked for a long period and he can be included in the list as per seniority. Accordingly I proceed to pass the following Order.

#### ORDER

Reference is partly allowed. The department is directed to include the name of first party in the list of Casual Workers as per seniority if he fulfills all the required qualifications.

(Dictated to PA, transcribed by her, corrected and signed by me on 1st November, 2001.)

V. N. KULKARNI, Presiding Officer

नई दिल्ली: 16 नवम्बर, 2001

का. आ. 3344.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचना में, केन्द्रीय सरकार रेलवे एम्प्लॉयज् कन्सुमर्स को-ऑपरेटिव सोसाइटी लि. के प्रबंधन के संबंध निवोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, गुवाहाटी, आसम को पंचाट को प्रकटित करती है जो केन्द्रीय सरकार को 15-11-2001 को प्राप्त हुआ था।

[सं. एम-41012/852/000-आई.आर.बी.-I.]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 16th November, 2001

S.O. 3344:—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Guwahati, Assam as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Railway Employers Consumers Co-operative Society Ltd., and their workman; which was received by the Central Government on 15-11-2001.

[No. L-41012/85/2000-IR(B-I)]

ASAY KUMAR, Desk Officer

#### ANNEXURE

IN THE INDUSTRIAL TRIBUNAL GUWAHATI:  
ASSAM

Reference No. 16(e) of 2000

#### PRESENT

Shri K. S. Saha, LL.B.,  
Presiding Officer,  
Industrial Tribunal,  
Guwahati,  
Assam.

In the matter of an Industrial Dispute:

#### BETWEEN

The Management of Railway Emp. Consumers  
Co-operative Society Ltd.,  
(Workshop),  
Dibrugarh.

#### VERSUS

Their workman Shri Arjun Debnath;  
Dibrugarh.

Date of Award: 3-10-2001

#### AWARD

This Industrial Dispute is referred to by the Government of India, Ministry of Labour under Section 10 of the Industrial Dispute Act, vide order No. L-41012/85/2000-IR(B-I), dt. 22-08-2000 to adjudicate the dispute arising between the management of Railway Employees Consumers Co-operative Society Ltd., (Workshop), Dibrugarh and their workman, Arjun Debnath; out of termination of his service for alleged irregularities in conducting his duties. The referring authority has framed the following issue to adjudicate the matter in controversy between the parties:

"Whether the action of the Railway Employees Consumer Co-operative Society Ltd. in removal of services of Sri Arjun Debnath without proper enquiry is justified? If not what relief the worker is entitled?"

On receipt of reference this Tribunal has registered this case and issued notices to both the parties calling upon them to file their written statement/addl. written statement and

documents if any, in response to which, both the parties have appeared and filed their written statement/addl. written statement and documents. The workman has examined himself as W.W. 1 and management has not adduced any oral evidence from their side.

After recording evidence, arguments advanced by the representative of both the parties are heard.

The fact of the case as reflected from the materials on record is that the workman was initially appointed by the management as Sales-man in their Consumer Co-operative Store run by the Railway Employees Consumer Co-operative Society Ltd, on 31-12-1992 at a consolidated pay of Rs. 100 P.M. Having satisfied with his performance, he was subsequently promoted to the post of Memo Clerk from 22-2-95 vide letter No. RECCS/STAFF/91/1 at a consolidated pay of Rs. 130 P.M. and in said capacity workman has been discharging his duties. But on 8-11-96 one Shri I. Haque, sales-man of the society had weighed 3 kgs. of sugar instead of 2 kgs. and cash memo for 2 kgs of sugar were issued by the workman. But the matter was noticed by the a member of the society and incumbent was caught in the red handed and realised the price of 3 kgs. of sugar and issued cash memo for it and matter ended there. But subsequently, management has issued show cause notice to him on 9-11-98 on the charge of alleged irregularities and thereafter considering his reply workman may terminated from his service with immediate effect. The workman has filed a representation before the management for his reinstatement but same was not considered by the management and the workman ultimately approached the concerned labour authority who had tried to settle the matter on conciliation, but having failed to settle the same, the dispute was referred to appropriate Government who has ultimately made this reference to this Tribunal.

After hearing argument, I have gone through entire materials on record including evidence of the workman and find that the management has not appointed any domestics enquiry officer to enquire in to the allegation levelled against the workmen. Moreover, no formal charge was framed against the workman and no reasonable opportunity was given to him to defend his case by constituting domestic enquiry. It is a settled law that before terminating the service of a workman in any charge levelled against him the domestic enquiry must be constituted to enquire in the matter by giving the workman a proper and reasonable opportunity of being heard. Moreover no notice under section 25 of the I.D. Act was not served upon the workman nor any notice money was paid to him which are mandatory in nature. From whatever angle case is judged, it is found that the order of termination is in flagrant violation of the mandatory provision of law which renders the order of termination void ab initio the eye of law.

So far the fact of the case is concerned, I find that it is very trivial in nature relating one kg. of sugar. One I. Haque, took 3 kgs. of sugars and workman has issued memo in 2 kg. but subsequently detecting the mater the workman has issued cash-memo for remaining one kg. and price also has been realised. In view of this it is found that the workman has not committed any offence in the eyes of law. Alleged irregularities levelled by the management is nothing but human error for which one should not be penalised by inflicting severe punishment like dismissal.

For the foregoing reasons I hold that order of termination is not justified and is liable to be set aside which I accordingly do.

In the result this reference is answered in favour of the workman with a direction to the management to reinstate the workman in the post from where he was discharged within one month from the date of this award. Prepare an award accordingly.

K. SARMA, Presiding Officer

नई दिल्ली, 20 नवम्बर, 2001

का.आ. 3345.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय

सरकार पण्डियन ग्रामा बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, प्रमुख में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-11-2001 को प्राप्त हुआ था।

[सं. एल-12012/78/99-आई.आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 20th November, 2001

S.O. 3345.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Pandyan Grama Bank and their workman, which was received by the Central Government on 19-11-2001.

[No. L-12012/78/99-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Monday, the 15th October, 2001

PRESENT :

K. KARTHIKEYAN, Presiding Officer

INDUSTRIAL DISPUTE NO. 135/2001  
(Tamil Nadu State Industrial Tribunal I.D. No. 105/99)

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri T. Siva Shankara Sundara Mahalingam and the Management of Pandyan Grama Bank, Virudhunagar).

BETWEEN

The General Secretary,  
Pandyan Grama Bank,  
Employees Association,  
Virudhunagar.

I Party/Claimant.

AND

The Chairman,  
Pandyan Grama Bank,  
Virudhunagar.

II Party/Management.

**APPEARANCE :**

For the Claimant.—M|s. P.V.S. Giridhar,  
D. Geetha, Rajeni Ramadass, Ad-  
vocates.

For the Management.—M|s. N. G. R.  
Prasad, S. Vaidyanathan, Advocates.

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned Industrial Dispute for adjudication vide Order No. L-12012|78|99|IR(B-I) dated 17-6-1999.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, where it was taken on file as I.D. No. 105|99. When the matter was pending enquiry in that Tribunal, the Govt. of India, Ministry of Labour was pleased to order transfer of this case from that Tribunal to this Tribunal for adjudication. On receipt of records from that Tribunal, the case has been taken on file as I.D. No. 135|2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 01-02-2001. On receipt of notice from this Tribunal, the counsel on either side present with their respective parties and prosecuted this case further.

When the matter came up before me for final hearing on 10-10-2001, upon perusing the Claim Statement, Counter Statement, the other material papers on record, the documentary evidence let in on either side and upon hearing the arguments advanced by the learned counsel on either side and this matter having stood over till this date for consideration this Tribunal has passed the following :—

**AWARD**

The Industrial Dispute referred in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows :—

“Whether the action of the Management of Pandyan Grama Bank in imposing the punishment of stoppage of one increment of the workman Shri T. Siva Shankara Sundara Mahalingam with cumulative effect and treating the period of termination as ‘Not spent on Duty’ is legal

and justified ? If not, to what relief the said workman is entitled ?”

2. The averments in the Claim Statement of the I Party|Claimant are briefly as follows :—

The Secretary of Pandyan Grama Bank Employees Association has raised this industrial dispute espousing the cause of the workman Sri T. Siva Shankara Sundara Mahalingam, the I Party-Claimant (hereinafter refers to as Petitioner) has averred in the Claim Statement that the concerned workman was appointed as cashier in the II Party|Management of Pandyan Grama Bank (hereinafter refers to as Respondent) on 24-7-1992. The Respondent has issued a charge memo dated 3-5-91 alleging that on 10-3-88 the concerned workman in collusion with branch in charge of Shenbagaramanallur misappropriated a sum of Rs. 14,000 while making payment based on withdrawal slip for Rs. 27,650 in Saving Bank Account No. 823 of one Mr. Subbaiah Asari and that he has paid only the balance of Rs. 13,650 for which he had given the coinwar payment and that the concerned workman submitted his explanation to the charge memo on 31-7-91 denying the charge framed against him as false and baseless. As the Respondent was not satisfied with the explanation submitted by the Petitioner, a domestic enquiry was conducted to enquiry into the charges framed against the concerned workman. The Enquiry Officer conducted the enquiry in a prejudiced manner in violation of principles of natural justice. By an enquiry report the Enquiry Officer had held that the concerned workman is guilty of the charge framed against him without appreciating the evidence on record in a fair and objective manner. He ought to have considered the fact that the charge memo was issued to the workman on 3-5-91, three years after the alleged incident on 10-3-88. The Enquiry Officer has also failed to appreciate that no complaint has been given by Mr. Subbiah Asari, whose money, the concerned workman is alleged to have misappropriated and that he continued to be the customer of the Respondent|Bank even after the alleged incident. He has been issued with a pass book and was very well aware of the transactions made by him on 10-3-88. The Enquiry Officer erred in ignoring the defence of the workman that he failed to note down the denomination for Rs. 14,000 in the said withdrawal slip only due to inadvertence and



that he has not misappropriated any money of the depositor. The Enquiry Officer has failed to construe withdrawal slip produced by the Respondent in proper perspective. He ought to have appreciated the fact that the depositor Mr. Subbiah Asari has signed the reverse side of the withdrawal slip in token of having received the entire amount mentioned in the front side of the withdrawal slip. The signature of the customer on both sides of the withdrawal slip clearly shows that he has obtained the entire sum claimed by him. But the Enquiry Officer by merely relying upon the fact that the concerned workman has failed to note down the denomination in the withdrawal slip and by failing to consider the evidence on record as a whole, objectively in total has erroneously held that the charge has been proved against the Petitioner. He has also failed to note that the Respondent has failed to examine Mr. Subbiah Asari, who is the material witness in respect of the charge framed against the workman. When the charges are denied by the delinquent workman, the burden of proof lies on the Respondent to prove the charges framed against the concerned workman. The Enquiry Officer has shifted the burden of proof on to the workman. The Respondent has failed to consider the past record of service of the workman. During his 13 years of service, no complaint has been received by the Respondent against the concerned workman. Moreover, the concerned workman has mobilised the deposits in the bank by his own effort and has also received certificate of appreciation from the Head Office. As the enquiry proceedings were not conducted in accordance with the principles of natural justice the enquiry report is vitiated. The findings of the Enquiry Officer are perverse. The Respondent has failed to apply his mind independently to the evidence on record by merely relying upon the enquiry report has erroneously passed an order of dismissal against the workman on 21-2-94. The Respondent has also failed to consider the detailed explanation dated 25-1-94 given by the Petitioner to the show cause notice dated 11-1-94 before passing the final order. The concerned workman preferred an appeal against the order of dismissal passed by the Disciplinary Authority before the Board of Directors of the Respondent Bank. Through his representation dated 17-3-94 and denied the charge framed against him by the Respondent. He has also submitted a signed state-

ment given by the depositor Mr. S. Subbiah Asari and also his pass book. But the Appellate held the charge proved without considering the statement given by the depositor, who is the material witness in respect of the charge framed against him. On the other hand, the Appellate Authority held that the punishment of dismissal from service was highly disproportionate to the gravity of misconduct. Therefore, the Appellate Authority directed the Respondent bank to reinstate the workman in service but imposed a penalty of stoppage of one annual increment with cumulative effect and to treat the period of suspension and termination as a period 'not spent on duty'. The order of penalty passed by the Appellate Authority is unreasonable and unfair as the charge framed against the workman has not been proved beyond doubt. The Appellate Authority ought to have considered the statement given by the depositor who has accepted that on 10-3-88, he has withdrawn the entire amount of Rs. 27,650 after duly signing the withdrawal form. They also failed to give credence to the passbook of the depositor which was submitted by the workman which clearly shows that the entire amount of Rs. 27,650 has been withdrawn by him. The Appellate Authority without considering the evidence on record and without giving reasons for coming to the conclusion that the charges are proved against the concerned workman, has passed an order reducing the punishment imposed against the concerned workman without holding that the charges are not proved. Moreover, the penalty of stoppage of one annual increment with cumulative effect is a major penalty which ought not have been imposed upon the workman without giving adequate reasons. The Appellate Authority has merely relied upon the enquiry report given by the Enquiry Officer whose findings are perverse and not in accordance with the principles of natural justice. Hence, the Petitioner has raised an industrial dispute by filing a petition for conciliation before the Assistant Labour Commissioner (Central) on 2-5-96. The Respondent submitted their reply statement. As the conciliation ended in a failure, the Assistant Labour Commissioner (Central) submitted a failure report on the basis of which, this dispute has been referred by the Govt. for adjudication. Therefore, it is prayed that this Hon'ble Court may be pleased to set aside the penalty of stoppage of one annual increment with cumulative effect imposed by order dated 6-5-95 and to direct



the Respondent to treat the concerned workman's suspension and termination period as period spent on duty passed by the Board of Directors of the Respondent bank and to consequently pay the arrears of pay and allowances following therefrom.

3. The averments in the Counter Statement of the II Party Management Pandyan Grama Bank are briefly as follows :—

The averments in the Claim Statement of the Petitioner that the concerned workman has discharged his duty sincerely and in a dedicated manner and has a good record of service is not correct. His rating of work was poor. The said workman displayed gross negligence in discharging his duties as Branch Cashier. It is denied that the concerned workman has got good record of service. In the enquiry the concerned workman was permitted to engage defence representative of his choice to produce the defence exhibits and defence witness. Defence representative verified the management exhibits. Full and fair opportunity was given to the Petitioner and his defence representative, as such there is no violation of principles of natural justice. The Enquiry Officer after analysing management and defence exhibits, defence witness, management and defence arguments and all other materials available on record held the charge against the Petitioner as proved. Delay in issuing the charge sheet will not mitigate the seriousness of the lapses committed. There is no need for any complaint. Charges can be framed against any staff member on the basis of available evidence from bank records. As serious lapse were noticed in bank records against the concerned workman, charges against the concerned workman, charges were framed. Mr. Subbiah Asari is a carpenter and supplier of Bullock Cart to IRDP beneficiaries. He was maintaining the account only to encash pay order. There is no need to discontinue the account. Pass book entry is based on withdrawal slip amount and charge is actually payment of less amount than withdrawal slip amount. The contention of the concerned workman that he had inadvertently failed to note down the denominations in withdrawal slip is not acceptable. As per his version, he paid Rs. 14,000 first and later paid Rs. 13,650. If it is so, how he could have omitted to write denomination for Rs. 14,000, when he has written denomination for Rs. 13,650 which was paid subsequently.

Further at the back side of withdrawal slip, the concerned workman has deducted Rs. 14,000 from Rs. 27,650, while making payment. In withdrawal slip signature in the first page is obtained for withdrawal the amount and at the backside to acknowledge the receipt of amount. But both the signatures are used to obtain at the time of writing withdrawal slip itself. Denomination shows the evidence for payment made denomination-wise. If entirely Petitioner has not written the denomination, the case would be different. In this case, the concerned workman has written denomination for a part of the amount and thereby it creates a doubt about the payment of full amount. Preponderance of probability is enough in domestic enquiry to establish the charge. The Management considered that the documentary evidence is enough to prove the charge. Full and fair opportunity was given to defence side in the enquiry. Nothing prevented defence from producing Subbiah Asari as defence witness. The Disciplinary Authority carefully examined the management, defence exhibits, defence witness, enquiry proceedings findings and reply to show cause notice and matter conveyed in personal hearing. In his final order, the Disciplinary Authority has stated that the charge sheeted employee also admitted that there are no evidence for the above transactions, which he had referred to in the personal hearing. The Disciplinary Authority considered all facts before issuing the final order. The Appellate Authority carefully perused the Management and defence exhibits deposition of defence witness, enquiry proceedings and other available records before taking a decision. The statement given by Subbiah Asari at the appeal stage is an afterthought of the Petitioner and Mr. Subbiah Asari has given this statement only to safeguard the concerned workman. Only after considering all available evidence, the Appellate Authority has passed an order of reducing the punishment of removing the concerned workman from Bank's service to stoppage of one annual increment with cumulative effect, which itself shows that Appellate Authority was very fair in considering the appeal. The punishment of removal from bank's service was reduced to stoppage of one annual increment with cumulative effect. In the domestic enquiry the preponderance of probability is enough and charge need not be proved beyond doubt as Law of Evidence is not applicable to domestic enquiry. The letter given by the depositor is only to safeguard

the Petitioner and it is an afterthought. Otherwise, the Petitioner would have produced Mr. Subbiah Asari as a defence witness or his statement would have been produced as defence exhibits. The Appellate Authority has gone through the pass book entry which showed the withdrawal slip amount to conceal the misappropriation, whereas the actual cash payment was less. If the Appellate Authority had not analysed the evidences, he would have confirmed the punishment awarded by the Disciplinary Authority. In view of the above facts, the contention of the Petitioner has no merit and is liable to be rejected. Hence, it is prayed that this Tribunal may be pleased to dismiss the industrial dispute.

4. When the matter came up for enquiry by the consent of counsel on either side the documents of either side have been marked as Ex. W1 to W6 and M1 to M4 respectively. On the subsequent hearing by the consent of the learned counsel on either side, Ex. M5 to M7 and W7 were marked. No party has let in any oral evidence. The arguments advanced by the learned counsel on either side were heard.

5. The point for my consideration is:—

“Whether the action of the Management of Pandyan Grama Bank in imposing the punishment of stoppage of one increment of the workman Shri T. Siva Shankara Sundara Mahalingam with cumulative effect and treating the period of termination as ‘Not spent on Duty’ is legal and justified? If not, to what relief the said workman is entitled?”

Point :—

6. When the matter was taken up for enquiry, it is found that the issue in respect of the industrial dispute between the parties as mentioned in the Schedule of Reference is incorrect. A joint memo has been filed by the counsel on either side, stating the correct issue to be decided in this industrial dispute between the parties. Accordingly, the issue of the industrial dispute between the parties referred to in the Schedule of Reference has been reframed properly as stated above.

7. The Petitioner Sri T. Siva Shankara Sundara Mahalingam was working as a cashier in the Respondent Bank, Chenbagaramana-

lur branch. A charge memo dated 3-5-91 was issued to the Petitioner by the Chairman/Disciplinary Authority of the Respondent Bank alleging that on 10-3-88 when he was working as a Cashier in the Respondent Bank's Chenbagaramanallur branch had committed a misconduct in collusion with the branch-in-charge by misappropriating a sum of Rs. 14,000 while making payment of withdrawal in S.B. Account on 10-3-88 and that as against the proceeds of Rs. 27,650, he had paid Rs. 13,650 only and he had not accounted for deduction of Rs. 14,000 and thus, he along with the branch-in-charge had misappropriated the said amount of Rs. 14,000. Ex. W1 is the xerox copy of the charge sheet dated 3-5-91. For that charge sheet, the Petitioner has submitted his explanation dated 31-7-91. The xerox copy of the same is Ex. M1. In that explanation, the Petitioner has stated that he had made payment of Rs. 14,000 also but failed to note down the denominations and it will not mean that he had misappropriated that money. Not satisfying with this explanation submitted by the Petitioner, a domestic enquiry was conducted into the charge framed against the workman and the Enquiry Officer held the Petitioner guilty of the charge framed against the Petitioner. Ex. W7 is the xerox copy of the report of the Enquiry Officer. As it is seen from the enquiry report Ex. W7, five documents were exhibited in the domestic enquiry on behalf of the management. No one was examined on the side of the management as a witness to prove the charges levelled against the Petitioner/delinquent employee as mentioned in the charge sheet Ex. W1. It is contended in the Claim Statement that the Enquiry Officer has conducted the enquiry in a prejudiced manner in violation of principles of natural justice. It is further alleged that the charge memo was issued to the Petitioner three years after the alleged incident and there was no complaint given by the customer S. B. account holder Mr. Subbiah Asari, whose money the Petitioner is alleged to have misappropriated and the Enquiry Officer has erred in ignoring the defence of the Petitioner that he failed to note down the denomination of Rs. 14,000 in the withdrawal slip only due to inadvertence and that he has not misappropriated any money of the depositor. It is alleged in the Counter Statement that in this case the Petitioner has written denomination for the part of the amount and thereby he creates doubt against the payment

of full amount and that preponderance of probability is enough in the domestic enquiry to establish the charge. The Enquiry Officer, on the basis of the five documents filed on the side of the management in the domestic enquiry, without examining anyone as a witness on the side of the management to prove the charge, had come to the conclusion that the charge framed against the Petitioner in the charge sheet dated 3-5-91 stands proved as per Ex. ME1. Ex. ME1 is the xerox copy of the withdrawal slip of S. B. Account No. 823 of Sri S. Subbiah Asari for Rs. 27,650 dated 10-3-88. On the basis of the findings of the Enquiry Officer in Ex. W7, the Disciplinary Authority has issued a show cause notice dated 11-1-1994 to the Petitioner proposing the punishment of removing the Petitioner from bank service and directed the Petitioner to submit his written reply for the same. The xerox copy of the show cause notice is Ex. W2. Ex. W3 is the xerox copy of the reply submitted by the Petitioner for the show cause notice under Ex. W2. The Disciplinary Authority has passed a final order after affording a personal hearing to the Petitioner by compelling the proposed punishment of removing the Petitioner from the bank service with immediate effect. Ex. W4 is the xerox copy of the final order dated 21-2-94 passed by the Disciplinary Authority. Against that the Petitioner has preferred an appeal dated 17-3-94 to the Appellate Authority. The xerox copy of that appeal petition is Ex. W5. Ex. W6 is the xerox copy of the order dated 6-5-95 passed by the Appellate Authority. In that order, it is stated that the Committee is of the view that the punishment imposed is disproportionate to the gravity of the misconduct, therefore, decided to reinstate Sri T. Siva Shankara Sundara Mahalingam in the bank service and to reduce the punishment of removal from bank service to stoppage of one annual increment with cumulative effect. The period of suspension and termination will be treated as a period 'not spent on duty'. Against this order passed by the Appellate Authority, for imposing the revised punishment on the Petitioner, they have raised this industrial dispute after the attempt they have made before the conciliating authority, ended in a failure.

8. As per the charge mentioned in Ex. W1 against the Petitioner, he had misappropriated a sum of Rs. 14,000 in collusion with the branch-in-charge on 10-3-88. Nearly three

years after the alleged misconducted said to have been committed by the Petitioner, the charge sheet under Ex. W1 has been issued. It is not disputed that no complaint has been given by Mr. Subbiah Asari, whose money the Petitioner is alleged to have misappropriated. In the domestic enquiry also the said S. B. account holder Mr. Subbiah Asari has not been examined as a witness for the management, who can give the material witness to speak about the alleged misappropriation of Rs. 14,000 by the Petitioner from out of this total amount of Rs. 27,650 he withdrew under a withdrawal slip from his S. B. Account on 10-3-88. This has not been done to prove the charge levelled against the Petitioner mentioned in the charge sheet Ex. W1, when the charges were denied by the Petitioner himself in his reply to the charge sheet under Ex. M1. If really, one such grave misconduct has been committed by the Petitioner while disbursing a portion of amount withdrawn by a customer from his S. B. Account which is more than the 50 per cent of the amount he sought to withdraw from his account on that day, the said customer of the bank would have immediately preferred a complaint against the Petitioner about his misconduct or bring it to the knowledge of the higher officials in the bank/Management. No such complaint has been preferred by the concerned customer Mr. Subbiah Asari. The enquiry proceeding in Ex. M2 shows that no one has been examined on the side of the management as a witness to prove the charge against the Petitioner. That being the case, the Enquiry Officer has arrived at a conclusion that the charge against the Petitioner has been proved and he has committed the offence of misappropriation of Rs. 14,000 of the customer amount. In the enquiry, the concerned withdrawal slips Xerox copies have been filed as Ex. ME1. That has been marked here as Ex. M4 series (1). It is seen from this Exhibit that currency note denomination was mentioned on the back side of the withdrawal of Rs. 13,650. This entry of the Petitioner made on the back side of the withdrawal slip Ex. M4 had created a doubt about the payment made by the Petitioner to the customer on that day for the withdrawal. It is the contention of the Respondent in their Counter Statement that preponderance of probability is enough in domestic enquiry to establish the charge. But it is not so stated by the Enquiry Officer in his report Ex. W7. In his report the Enquiry Officer has stated that the when

the act was done by the Petitioner with collusion, the question of complaint from the drawer of the instrument will not arise. He has not stated as his finding as with whom the Petitioner has colluded in committing this grave misconduct of misappropriation of Rs. 14,000 of the customer's money. He has simply stated as his finding in the report that the charge framed against the Petitioner in the charge sheet dated 3-5-91 stands proved as per the exhibit the withdrawal slip Ex. ME1. So, from this it is seen that the alleged grave misconduct of misappropriation of Rs. 14,000 of the customer's money by the petitioner/workman has not been proved with substantial, acceptable and legal evidence by the Management before the Enquiry Officer. Hence, the stand taken by the Petitioner in his Claim Statement, that the findings of the Enquiry Officer are perverse and the enquiry proceedings were not conducted in accordance with the principles of natural justice, are acceptable. Further, it is alleged in the Claim Statement of the Petitioner that the Respondent has failed to apply his mind independently to the evidence on record and by merely relying upon the enquiry report has erroneously passed an order against the workman on 21-2-1994. It is evidence from the Appellate Authority's is evident from the Appellate Authority's imposed by the Disciplinary Authority for the alleged misconduct of the Petitioner is disproportionate to the gravity of the misconduct. So they were pleased to reduce the punishment to that of stoppage of one annual increment with cumulative effect by treating the period of suspension and termination as period 'not spent on duty'. While giving one such order for revised punishment, the Appellate Authority has also failed to consider that the charge levelled against the Petitioner has not been proved by the Management in the domestic enquiry. Further, the revised punishment imposed by the Appellate Authority as stoppage of one annual increment with cumulative effect and treating the period of suspension and termination as the period not spent on duty amounts to double jeopardy as mentioned by the learned counsel for the Petitioner. Further the Appellate Authority in the order has not stated whether the alleged misconduct as mentioned in the charge sheet against the petitioner/workman has been proved. As it is held in the case reported as AIR 1969 Supreme Court 983 *Central Bank of India Vs. Prakash*

Chand Jain "the Tribunal can disregard the findings of the Enquiry Officer, if they are perverse. Here, in this case it is seen from the records inclusive of the enquiry proceedings and the Enquiry Officer's report that the Enquiry Officer has given a finding that the charge against the delinquent employee, the Petitioner herein has been proved by the Management in the domestic enquiry and for his conclusion, there is no substantial evidence as a proof on the side of the Management. Hence, it is nothing but a perverse finding of the Enquiry Officer and it is not justified by any legal evidence.

9. In the domestic enquiry conducted by the Management, the Enquiry Officer has not considered the fact that no material evidence has been let in by the Management to prove the grave charge of misappropriation of the customer's amount to the tune of Rs. 14,000. The concerned customer S. B. account-holder Mr. Subbiah Asari is the material witness to prove the misappropriation of his money by the Petitioner has not been examined by the Management before the Enquiry Officer in the domestic enquiry. Though Evidence Act is not applicable to such domestic Tribunals, it does not mean that where the issues are seriously contested and have to establish and prove the requirements relating to proof can be dispensed with. This non-observance of the basic procedure amounts to a violation of principles of natural justice by the Enquiry Officer in the domestic enquiry. Under such circumstances, it can be concluded that the Enquiry Officer has given a perverse finding, which has been relied upon erroneously by the Disciplinary Authority to pass a dismissal order against the concerned workman and the same has been relied upon by the Appellate Authority in modifying the punishment to one of stoppage of one annual increment with cumulative effect and another one of treating the period of suspension and termination as period of not spent on duty. So under such circumstances, it is held that the ultimate order passed by the Appellate Authority against the Petitioner in imposing the punishment for the alleged misconduct, which is not proved in the domestic enquiry by the Management is unjustified. Thus, the point is answered accordingly.

10. In the result, an Award is passed holding that the action of the management of Pandyan Grama Bank in imposing the punishment of stoppage of one increment of the

workman Shri T. Siva Shankara Sundara Mahalingam with cumulative effect and treating the period of suspension and termination as a period 'not spent on duty' is illegal and unjustified. Hence, the Respondent Management is directed to treat the period of suspension and termination of the petitioner workman Sri T. Siva Shankara Sundara Mahalingam as period spent on duty and to pay the arrears of pay and allowances following therefrom to the concerned workman. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 15th October, 2001).

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :

On either side.—None.

DOCUMENTS MARKED :

For I Party/Claimant :

- | Ex. No. | Date      | Description   |
|---------|-----------|---|
| W1      | 03-05-91. | Xerox copy of the charge sheet issued to the concerned workman by the Respondent Bank.  |
| W2      | 11-01-94. | Xerox copy of the show cause notice.  |
| W3      | Nil       | Xerox copy of the reply of concerned workman to the show cause notice.  |
| W4      | 21-02-94. | Xerox copy of the final order of the Disciplinary Authority.  |
| W5      | 17-03-94. | Xerox copy of the appeal preferred by Shri T. Siva Shankara Sundara Mahalingam to the Respondent Management.  |
| W6      | 06-05-95. | Xerox copy of the order of Appellate Authority Xerox copy of the letter from the Enquiry Officer To the Disciplinary Authority enclosing the Enquiry findings report on the charge sheet. |

For the II Party/Management :

- | Ex. No. | Date      | Description   |
|---------|-----------|---|
| M1      | 31-07-91. | Xerox copy of the letter from the concerned Workman to the Respondent Management. |

- |    |           |  |
|----|-----------|--|
| M2 | 29-05-92. | Xerox copy of the enquiry proceedings.   |
| M3 | Nil.      | Xerox copy of the Enquiry findings report.   |
| M4 | Nil.      | Xerox copy of the management exhibits.   |
| M5 | 03-01-83. | Xerox copy of the Circular No. PA-1 of 83-Verification of cash receipts and payments.                      |
| M6 | 23-12-86. | Staff Clerical Sri T. Siva Shankara Sundara Mahalingam, SCC loss of pay from 6-11-86 And 7-11-86.          |
| M7 | 25-02-92. | Xerox copy of the caution letter from the Management to the concerned workman regarding Loss of safe keys. |

नई दिल्ली, 13 नवम्बर, 2001

का.आ. 3346:— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एअर इण्डिया लि. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-11-2001 को प्राप्त हुआ था।

[सं. एल.-11012/163/2000-आई.आर. (सी-I)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 13th November, 2001

S.O. 3346.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Air India Ltd. and their workman, which was received by the Central Government on 12-11-2001.

[No. L-11012/163/2000-IR(C-I)]  
S. S. GUPTA, Under Secy.

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Wednesday, the 19th September, 2001

PRESENT :

K. Karthikeyan, Presiding Officer.

INDUSTRIAL DISPUTE NO. 559/2001

(In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri Ayyasamy and the Management of Air India Ltd. Chennai.)

BETWEEN

Sri Ayyasamy : I Party/Workman,

## AND

The Southern Regional Manager,

Air India Ltd., Chennai. : II Party/Management,

## APPEARANCE :

For the Workman : M/s. D. Dhanam and D.R.A Veda-  
hanayagam, Advocates.

For the Management : M/s. S. Ramasubramaniam and  
Associates, Advocates.

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned Industrial Dispute for adjudication vide Order No. L-11012/163/2000-IR(C-1) dated 16-3-2001.

On receipt of the reference of the industrial dispute between the I Party/Workman and the II Party/Management by an order dated 16-3-2001 by Ministry of Labour, Government of India, as mentioned above, this Tribunal took the same on file as I.D No. 559/2001 and notices were sent to both the parties by Registered Post with a direction to appear before this Tribunal on 19-4-2001 and to file the Claim Statement of the I Party/Workman. M/s. Ramasubramaniam and Associates, Advocates entered appearance on behalf of the II Party/Management and had filed Vakalat. Subsequently, on 6-6-2001, M/s. Dhanam and D.R.A. Vadanayagam, Advocates filed Vakalat for the I Party/Workman and took time for filing Claim Statement. Though time was granted as per the request of the I Party/Workman's advocate for filing Claim Statement of the I Party/Workman, Claim Statement has not been filed and there was no representation on behalf of the I Party/Workman. The counsel, who filed the vakalat for the I Party/Workman, has not appeared before this Tribunal till 30-7-2001, the date on which the case has been adjourned for filing Claim Statement of the I Party/Workman as last chance. On 30-7-2001, either the I Party or his counsel was present and there was no representation for the I Party/Workman. The counsel for the II Party alone was present and on his request, the case was adjourned to 10-8-2001 and 13-8-2001. On that date, the counsel for the II Party/Management had filed the statement of objections for the referred industrial dispute and the counsel has also advanced arguments.

After perusing the Schedule of Reference of the referred industrial dispute, the statement of objections filed on behalf of the Respondent and after considering the arguments advanced by the learned counsel for the II Party/Management, and this industrial dispute having stood over till this date for consideration, this Tribunal has passed the following :—

## AWARD

The Industrial Dispute referred to in the above order of reference by the Central Government for adjudication by this Tribunal is as follows :—

"Whether the demand of the workman Sri Ayyasamy that he may be reinstated in service and absorbed as regular workman of Air India is justified? If not, to what relief is the workman entitled and from what date?"

2. Though the I party/Workman has raised this industrial dispute by making a demand for reinstatement in service and absorption as regular workman in the Respondent/Management Air India Ltd. the concerned I party/Workman Sri Ayyasamy, though represented by a counsel, had not chosen to appear before this Tribunal to prosecute this case. In spite of two many adjournments, granting time for the I Party/Petitioner to file his Claim Statement, neither the I Party/Workman nor his counsel appeared before this Tribunal, but remained absent without making any representation in this case.

3. To decide the industrial dispute referred to by the Ministry of Labour under the above mentioned reference, on merits, the II Party/Management was given an opportunity to file their statement of objections. Accordingly they have

filed their objections for the demand made by the I Party/Workman in the industrial dispute referred to for adjudication.

4. The averments in the Statement of Objections filed by the II Party/Management (hereinafter refers to as the Respondent) are briefly as follows :—

The Respondent has already filed their reply for the representations submitted by the I Party/Workman (hereinafter refers to as Petitioner) before the Regional Labour Commissioner. As far as the Respondent is aware at this point of time, since there is no employer-employee relationship between the Respondent and the Petitioner at any point of time, the dispute raised by the Petitioner against this Respondent is not maintainable and liable to be dismissed in limine. The Petitioner has raised this dispute after a delay of almost six years and he has not given any reason or justification to raise this dispute after such an extraordinary delay. Hence, this dispute is liable to be dismissed on the ground of delay and laches. The Respondent is a company registered under the provisions of the Companies Act, 1956. The Respondent/Management has got a number of permanent workers for attending to regular and normal operations. At no point of time Air India engaged this Petitioner to do the cleaning as contended by the Petitioner. The Respondent/Management according to their requirements engaged various labour contractors for various jobs. The Petitioner might have worked with the contractor, who was entrusted with the job of house keeping of Air India premises during that time. A perusal of the records available with the Respondent/Management does not indicate that the Petitioner was at any time an employee of the Respondent/Management. Furthermore, since the alleged non-employment of the Petitioner even according to him ways back to 1994, it is unable to trace the records. Whatever records have been located do not show any link between the Respondent and the Petitioner, as his name does not appear in any of the records. Hence the Tribunal may be pleased to answer the reference, by dismissing the claim of the Petitioner.

5. The Point for my consideration is—

"Whether the demand of the workman Sri Ayyasamy that he may be reinstated in service and absorbed as regular workman of Air India is justified? If not, to what relief is the workman entitled and from what date?"

Point :—

As per the reference made as an industrial dispute for adjudication by the Ministry of Labour, Government of India as referred to above, the I Party/Workman, Sri Ayyasamy had made a demand for reinstatement in service and absorption as a regular workman by the Respondent/Management of Air India Ltd., Chennai. Though one such demand has been made by the petitioner/workman by raising this industrial dispute, he has not chosen to come forward to file his Claim Statement and to prosecute the case before this Tribunal by establishing his stand with acceptable legal evidence. In spite of he engaged a counsel to represent him in this dispute, no further steps has been taken by the concerned workman Sri Ayyasamy to put forth his case for the demand he has made against the II Party/Management as a relief under this industrial dispute. In the absence of the representation on the side of the I Party/Petitioner by himself and his counsel on record, the stand taken by the II Party/Management through their statement of objections to this referred dispute has been considered as the only material available in this case to decide the referred industrial dispute on merits.

6. Though the I Party/Workman has made a demand for reinstatement in service and absorption as a regular workman in the Respondent/Management, no particulars with regard to his alleged employment under the II Party/Management has been furnished by the I Party/Workman with acceptable legal evidence. On the other hand, it is the specific stand of the Respondent/Management that they have got number of permanent workers for attending to regular and normal operations and that at no point of time, the Respondent/Management has engaged this Petitioner to do the cleaning as contended by him earlier

before the Regional Labour Commissioner. It is further alleged in their objection that according to their requirements, the Respondent/Management had engaged various labour contractors for various jobs and the Petitioner might have worked with the contractor, who has entrusted with the job of house keeping of Air India premises. The Petitioner was not an employee of the Respondent/Management at any point of time. All these averments in the Statement of Objections mentioned by the Respondent/Management has not been disputed by way of any initial Claim Statement or as a reply statement by the I Party/Workman. For getting the relief, as per the demand mentioned in this industrial dispute against the Respondent/Management, the I Party/Workman has not placed any materials before this Tribunal, inspite of sufficient opportunity was given to him. So under such circumstances, in the absence of any plea and legal acceptable evidence by the I Party/Petitioner/Workman, the undisputed stand taken by the II Party/Management in their Statement of Objections can be taken as acceptable. It can also be presumed that the I Party/Workman has not come forward to prosecute this case only because he has no materials worth considering to decide the issue in his favour. Under such circumstances, it can be easily concluded that the demand made by the I Party/Petitioner, the concerned workman Sri Ayyasamy against the II Party/Air India Management for reinstatement in service and absorption as a regular workman of Air India is not justified. Hence, the concerned workman is not entitled for any relief. Thus, the point is answered accordingly.

7. In the result, an Award is passed holding that the demand of the concerned workman Sri Ayyasamy for his reinstatement in service and to be absorbed as a regular workman in Air India Ltd. is not justified. Hence, the concerned workman is not entitled for any relief. No Cost. (Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 19th September, 2001.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :

On either side : None.

DOCUMENTS MARKED :

On either side : Nil.

नई दिल्ली, 20 नवम्बर, 2001

का.आ. 3347:— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टिस्को के प्रबंधन के संबंध निोजकों और उनके कर्मचारों के बीच अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण 2, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-11-2001 को प्राप्त हुआ था।

[सं. एल-20012/83/97-आई.आर. (सी-I)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 20th November, 2001

S.O. 3347.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Tisco and their workman, which was received by the Central Government on 16-11-2001.

[No. L-20012/83/97-IR(C-I)]

S. S. GUPTA, Under Secy.

3630 GI/2001-27

## ANNEXURE

### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. Biswas, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947.

Reference No. 65 of 1998

PARTIES :

Employers in relation to the management of  
Tisco Ltd. and their workman.

APPEARANCES :

On behalf of the Workman.—Shri Lal Mohan  
Pandey, the concerned workman.

On behalf of the Employers.—Shri B. Joshi,  
Advocate.

STATE : Jharkhand.

INDUSTRY : Coal.

Dated, Dhanbad, the 29th October, 2001

## AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/83/97-(Coal-I), dated, the 11th March, 1998.

## SCHEDULE

"Whether the action of the management of M/s. Tisco, Jamadoba in degrading Shri Lal Mohan Pandey from Foreman (Mech.) to Asstt. Foreman is justified? If not, to what relief the concerned workman is entitled?"

2. In this reference both the parties appeared and filed a Memorandum of Settlement before this Tribunal under their signature. I heard both the parties on the said petition of settlement and find that the terms of settlement are fair, proper and in accordance with the principles of natural justice. Accordingly I accept the said settlement and pass an Award in terms thereof which forms part of the Award as Annexure.

B. BISWAS, Presiding Officer.

## ANNEXURE

### FORM-H

[Rules 58 of Industrial Disputes (Central) Rules, 1957]

### Memorandum of Settlement

For the Employers :

1. Sri A. K. Singh,  
Asst. General Manager (HR),  
M/s. Tata Iron & Steel Co. Ltd.  
Jamadoba, Dhanbad.

2. Sri Anwar Hashmi,  
Asstt. Divisional Manager (P),  
M/s. Tata Iron & Steel Co. Ltd.,  
Jamadoba, Dhanbad.

For the Workmen :

1. Sri A. K. Sinha,  
Secretary,  
R.C.M.S.,  
6 & 7 Pits Colly. Branch,
2. Sri Lal Mohan Pandey,  
Asst. Foreman,  
P. No. 217023,  
6 & 7 Pits Colliery,

#### Short Recital of the Case

Sri Lal Mohan Pandey was promoted to the post of Foreman (Mechanical) with effect from 21-9-94 and was placed at Bhelatand Washery. He submitted an application dated 26-9-1994 wherein he expressed his desire to work in Jamadoba Group provided he was placed as Asst. Foreman. The management considered his request and he was transferred back to 6 and 7 Pits Colliery as Asst. Foreman from 29-4-1995.

Thereafter, an industrial dispute was raised before the ALC(C), Dhanbad on behalf of Sri Lal Mohan Pandey, Asst. Foreman, P. No. 217023 of 6 and 7 Pits Colliery over alleged reduction in rank by a non-recognised union namely Jharkhand Colliery Mazdoor Union but no settlement could be reached due to divergent views of the parties.

Finally, the appropriate Government referred the industrial dispute to the Presiding Officer, Central Government Industrial Tribunal No. II, Dhanbad for adjudication vide its Order No. L-20012/83/97 (Coal-I) dated 11th March, 1998.

During the pendency of the said reference case before the Central Government Industrial Tribunal No. 2, Dhanbad, the concerned workman Sri Lal Mohan Pandey approached the management through his union, Rashtriya Colliery Mazdoor Sangh for settlement of his dispute. After prolonged negotiation, the dispute has been amicably settled on the following terms and conditions :

#### Terms and Conditions

1. That, Sri Lal Mohan Pandey, the concerned workman, will be deemed to have been promoted to Foreman's grade on 29-4-95 notionally and his wages as per this settlement will be notionally arrived at as on 29-4-95. Therefore, from year to year his wages as per his entitlement will be increased and arrived at notionally till 20-7-98.

2. His experience in the post of Foreman shall be counted from 21-9-94 for the purpose of his future promotion under the Cadre Scheme.

3. That, for this period from 29-4-95 to 20-7-98 the workman shall not be entitled to any wages or benefits as per the notional fixation as said above.

4. That, actual payment of wages as per the notional fixation as said above, will be made as from 21-7-98

5. That, this settlement in the instant matter and any and every matter existing therefrom stands fully and finally settled.

6. That, this settlement will take effect as from the date the Hon'ble Tribunal accepts this settlement as fair and proper and be pleased to pass an Award in terms of this settlement.

This settlement is signed on the day 30th June, 1998.

For the Employers :

(Sd.-)

1. Sri A. K. Singh,  
Asst. General Manager (HR),  
M/s. Tata Iron & Steel Co. Ltd.,  
Jamadoba, Dhanbad.

(Sd.-)

2. Sri Anwar Hashmi,  
Asstt. Divisional Manager (P),  
M/s. Tata Iron & Steel Co. Ltd.,  
Jamadoba, Dhanbad.

For the Workmen :

(Sd.-)

1. Sri A. K. Sinha,  
Secretary,  
R.C.M.S.,  
6 and 7 Pits Colly. Branch.

(Sd.-)

2. Sri Lal Mohan Pandey,  
Asst. Foreman,  
P. N. 217023,  
6 and 7 Pits Colliery,

Witnesses

(Sd.-)

1. Sri Shashi Kumar,  
Officer (Admn.),  
AGM (HR)'s Office, Jmb.

(Sd.-)

1. Sri D. K. Sharma,  
Head Clerk,  
AGM (HR)'s Office, Jmb.

Under Regd. Post with A/D.

Copy forwarded to :

1. The Regional Labour Commissioner (Central),  
Government of India, Ministry of Labour, Shram  
Bhawan, New Colony, P.O. Jagjiwan Nagar, Dhan-  
bad.

2. The Regional Labour Commissioner (Central),  
Government of India, Ministry of Labour, Shram  
Bhawan, New Colony, P.O. Jagjiwan Nagar, Dhan-  
bad-826 003.

3. The Chief Labour Commissioner (Central),  
Shram Sakti Bhawan, Rafi Marg, New Delhi.



4. Secretary to Government of India, Ministry of Labour Shram Sakti Bhawan, Rafi Marg, New Delhi.

5. Parties concerned.

Information Technology Service Jamadoba.

नई दिल्ली, 20 नवम्बर, 2001

का.आ. 3348:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) का धारा 17 के अनुसूच में, केन्द्रीय सरकार टिस्को के प्रबंधन के संबद्ध निरोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण 2, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार ने 16-11-2001 को प्राप्त हुआ था।

[सं.एल-20012/601/97-आई.आर. (सी-I)]

एस.एस. गुप्ता, अवसर सचिव

New Delhi, the 20th November, 2001

S.O. 3348.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Tisco and their workman, which was received by the Central Government on 16-11-2001.

[No. L-20012/601/97-IR(C-I)]

S. S. GUPTA, Under Secy.  
ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL (NO. 2) AT  
DHANBAD

PRESENT :

Shri B. Biswas, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I. D. Act, 1947.

Reference No. 213 of 1998

PARTIES :

Employers in relation to the management of  
M/s. Tisco. Ltd. and their workman.

APPEARANCES :

On behalf of the Workman.—Sri Ram Brich,  
the concerned workman.

On behalf of the Employers.—Sri B. Joshi,  
Advocate.

STATE : Jharkhand. INDUSTRY : Coal.

Dated, Dhanbad, the 20th October, 2001

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947, has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/601/97-IR(Coal-I), dated, the 30th November, 1998.

## SCHEDULE

“Whether the action of the management of Digwadih Colliery of M/s. TISCO, in dismissing Sri Ram Brich, Ex-Surface Trimmer from the services of the company w.e.f. 10-5-96 is justified? If not, to what relief the workman is entitled?”

2. In this reference both the parties appeared and filed their respective W.S., documents etc. Subsequently at the stage of oral evidence the concerned workman appeared and filed a petition, praying therein to pass a ‘No dispute’ Award in this reference as he is not willing to proceed further. No objection was raised on the side of the management if a ‘No dispute’ Award is passed in this reference. Under such circumstances, a ‘No dispute’ Award is rendered and the reference is disposed of on the basis of the ‘No dispute’ Award presuming non-existence of any industrial dispute between the workman and the management presently.

B. BISWAS, Presiding Officer.

नई दिल्ली, 20 नवम्बर, 2001

का.आ. 3349:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) का धारा 17 के अनुसूच में, केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के संबद्ध निरोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण 2, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार ने 16-11-2001 को प्राप्त हुआ था।

[सं.एल-20012/284/92-आई.आर. (सी-I)]

एस.एस. गुप्ता, अवसर सचिव

New Delhi, the 20th November, 2001

S.O. 3349.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Dhanbad, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 16-11-2001.

[No. L-20012/284/92-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL (NO. 2) AT  
DHANBAD

PRESENT :

Shri B. Biswas, Presiding Officer.

In the matter of an Industrial Dispute under  
Section 10(1)(d) of the I.D. Act, 1947  
Reference No. 2 of 1994

PARTIES :

Employers in relation to the management of  
Bhowra Colliery of M/s. BCCL

## AND

Their workman.

## APPEARANCES :

On behalf of the workman—Shri S. C. Gaur, Advocate.

On behalf of the employers—Shri H. Nath, Advocate.

STATE : Jharkhand. INDUSTRY : Coal.

Dated: Dhanbad, the 31st October, 2001

## AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012(284)/92-I.R.(Coal-I), dated, the 30th September, 1993.

## SCHEDULE

“Whether the action of the management of M/s. BCCL, Bhowra North Colliery, UG Mines in not providing employment to dependent of Ramdhani Dhobi, Ex-Mining Sirdar of Bhowra Colliery (N) (U/G Mines) under Clause 9.4.3 of NCWA-IV is justified? If not, to what relief the concerned workman is entitled?”

2. The case of the concerned workman according to W.S. in brief is as follows :—

The concerned workman submitted that he came in employment under the management with effect from 26-5-46 and since his employment he had to work in different capacities. Ultimately he became Mining Sirdar and rendered his service to the entire satisfaction of the management. He submitted that as per statutory record i.e. the Form B Register his date of birth was 20-7-32. He submitted that his service was terminated on the medical ground on 24-7-91 as the Dy. Director of Mines Safety, (OH) for D.G.M.S. vide his letter dated 26-7-91 addressed to the Agent, Bhowra (N) Colliery wrote that on 26-7-91 the Junior Medical Board of the Department of Mines who examined the concerned workman detected him to be suffering from coal workers Pneumoconiosis and advised that return in Form V under Section 25(1) of the Mines Act be filed to the Directorate for disability evaluation and other necessary action. The management instead of sending him to the Apex Medical Board stopped him from duty as per their letter No. PS/90/(N)/U.G. Mines/Rct./752 dated 1-8-1990. They also in the meantime issued him letter of retirement dated 18/27-7-91. The concerned workman submitted that in terms of clause 9.4.3 of NCWA IV provisions have been made for employment of one dependant who is declared permanently disabled in his place. He submitted that inspite of stopping the service on the ground of Phauoconiosis the management did not consider necessary to provide employment for one of his dependent son though he claimed such relief. Accordingly the concerned workman raised an industrial dispute

before the ALC(C) which resulted reference to this Tribunal. The concerned workman accordingly has prayed for passing an Award directing the management of Bhowra (N) Colliery U.G. Mines for providing employment to his dependent son.

3. The management on the contrary after filing W.S.-cum-rejoinder has denied all the claims and allegation which the concerned workman asserted in his W.S. The management submitted that the concerned workman being a Mining Sirdar attended his assignment upto 23-7-91 vide management's letter No. PS/90/(N)/UG Mines/Rct./752, dated 1-8-1990 in pursuance of Medical Examination report conducted by the Medical Board of the D.G.M.S. Dhanbad vide letter No. Exam./Med/JR/SR/Coal/Metal/2736 dated 30-7-90. The concerned workman did not attend his duty as Mining Sirdar after the expiry of Medical certificate of fitness of D.G.M.S., Dhanbad. Thereafter he was served with a retirement notice vide letter dated 27-7-91. The management further submitted that on receipt of letter No. OH/343031 dated 30-7-90 from the Asstt. Director of Mines Safety (DH) to the Agent, Bhowra (N) Colliery the case of the concerned workman was referred to the Medical Board of the Company. Since the concerned workman was not medically examined by the Medical Board and in between he retired on 20-1-92 from the service of the company and for which the confirmation of the said disease by the Apex Medical Board of BCCL could not be obtained. The management submitted that until and unless an employee is declared medically unfit by the Medical Board concerned there is no merit of the demand of the union to consider employment to the dependent of the concerned employee under clause 9.4.3 of NCWA as the concerned workman was not declared medically unfit by the Apex Medical Board of the Company. Accordingly the management have prayed for passing an Award rejecting the claim of the concerned workman.

4. The points for consideration in this reference are :—

“Whether the action of the management of M/s. BCCL, Bhowra North Colliery, UG Mines in not providing employment to dependent of Ramdhani Dhobi, Ex-Mining Sirdar of Bhowra Colliery (N) (U/G Mines) under clause 9.4.3 of NCWA-IV is justified? If not, to what relief the concerned workman is entitled?”

## DECISION WITH REASONS

5. The concerned workman in order to substantiate his claim examined himself as witness in this case. The management have examined two witnesses in order to counter the claim and allegation which the concerned workman has brought against the management. Considering the pleadings of both sides as well as considering the evidence of the concerned workman and also of MW-1 and MW-2 I do not find any dispute to hold that the concerned workman was a Mining Sirdar under the management at Bhowra (N) Colliery. It is the specific contention of the concerned workman that in discharge of his duties as Mining Sirdar he became seriously ill of coal workers Pneumoconiosis and it was detected while he was examined by the

Junior Medical Board held on 26-7-91 at DGMS, Dhanbad. The management in the pleadings admitting this fact submitted that on the basis of that report the concerned workman attended his assignment of duties as Mining Sirdar upto 23-7-91 but thereafter the concerned workman did not attend his duties as Mining Sirdar. It is the specific contention of the concerned workman that inspite of getting report of the Medical Board the management did not consider necessary to send him to Apex Medical Board for examination of his medical fitness. On the contrary he was stopped from his work with effect from 23-7-91 and thereafter he was served with a notice of retirement and superannuated him with effect from 20-1-92. In this connection not only the management but also the concerned workman relied on the letter marked as Ext. M-4 as well as Ext. W-1. This letter was issued to the Agent by the Asstt. Director of Mines Safety (OH). This letter speaks clearly that the concerned workman was detected to be suffering from coal workers pneumoconiosis, by the Junior Medical Board held on 26-7-91 at DGMS, Dhanbad. By the said letter the Assistant Director of Mines Safety requested the Agent to submit a return in Form-V under Section 25(1) of Mines Act, 1952 to this Directorate immediately. They also suggested that the case also be referred to the Medical Board of the Company for disability evaluation and other necessary action. No evidence is forthcoming on the part of the management which step the management took on receipt of the said letter in question. On the contrary by letter dated 1-8-90 marked Ext. M-3 the management relying on medical examination conducted by the Medical Board, DGMS, Dhanbad allowed the concerned workman to continue his present assignment till 23-7-91. It is the specific allegation of the concerned workman that thereafter the management stopped him from work. Clause 8.7.4 of the NCWA-IV clearly speaks that "in order that the Pneumoconiosis is detected and facilities for arresting and cure of the disease are created, adequate machinery for the same will be established in each company where such machinery has not been established. In each coal producing company a Medical Board to deal with the problem of pneumoconiosis will be kept operational and will start functioning. These Medical Boards would examine the cases of pneumoconiosis within 7 days of receipt of the report of detection of pneumoconiosis". According to schedule III of the Workman's Compensation Act, 1923 Pneumoconiosis is an occupational disease. That disease is caused by solarogenic mineral dust (silicosis, anthracosilicosis, asbestosis) and silico-tuberculosis; provided that silicosis is an essential factor in causing the resultant incapacity or death. Therefore, it is clear that the disease which the concerned workman suffered from was absolutely a disease due to occupational hazard. As per para 8.7.4 of NCWA-IV it is clear that which step the management shall take if any workman is contacted with such disease. With utter surprise it is noticed that the management inspite of getting knowledge about such ailment of the concerned workman in view of letter receive from the Assistant Director of Mines Safety, Dhanbad did not consider necessary to take any step for his medical treatment. They also did not consider necessary to refer the concerned workman before the Apex Medical Board to assess his medical fitness. It is the contention of the management that

after 23-7-91 the concerned workman did not join his duties. I consider that such plea has been taken by the management with a view to shield their fault which they committed because of the fact that the letter itself marked as Ext. M-3 will speak clearly that the concerned workman was allowed to work upto 23-7-91. No evidence is forthcoming before the Tribunal to show which step the management took against the concerned workman for stopping from duty without giving prior intimation. I think the management is not unaware about the provision of clause 26(i)(c) of the Certified Standing Order. It is seen that the concerned workman was contacted with such serious disease only for his rendering job to the management faithfully. It was expected that the management had some obligations to protect the concerned workmen when they came to know about the ailment of the concerned workman and also to render all medical assistance to him when they came to know about his such ailment officially. No explanation is forthcoming before this Tribunal why the management showed such cold attitude towards the concerned workman though it was very much within their knowledge for long years that the concerned workman rendered his service faithfully for the interest of the management. The prayer of the concerned workman was very much modest. Referring clause 9.4.3 of NCWA-IV the concerned workman submitted his prayer for employment of his dependent son as he was medically unfit for his suffering from Pneumoconiosis. It is seen that the management did not consider necessary to pay any heed to his appeal. On the contrary, the management submitted that as the concerned workman was not declared medically unfit by the Apex Medical Board and also as he was superannuated in due course of time he is not entitled to get any such benefit as provided under Clause 9.4.3 of NCWA. It is seen that long before the date of superannuation, the Asstt. Director of Mines Safety DGMS, Dhanbad by his letter dated 30-7-91 informed the management about the ailment of Pneumoconiosis which the concerned workman was suffering from and also requested to take appropriate steps in this regard. But inspite of receiving the said letter the management did not consider necessary to send the concerned workman before the Apex Medical Board. Therefore, for the faulty decision of the management the concerned workman was deprived of getting natural justice. On the contrary he was not only stopped from attending his duty with effect from 23-7-91 but also the management hurriedly issued the letter of superannuation to him and thereafter superannuated him with effect from 20-1-92. I must say that the decision of the management was absolutely arbitrary and illegal. It was the duty of the management to send the concerned workman to Apex Pneumoconiosis Medical Board for assessment of his physical fitness, but the management did not do so for their whimsical and arbitrary attitude for which the concerned workman suffered a lot. Learned Advocate for the concerned workman submitted that thereafter he submitted petition before the Workmen's Compensation Commissioner for compensation and the Commissioner after hearing both sides awarded compensation to him. Again the said order the management preferred an appeal before the Hon'ble Jharkhand High Court, Ranchi but the Hon'ble High Court not only dismissed the appeal but also directed the management to pay compensation to the

concerned workman. There was no reason on the part of the concerned workman to prefer petition before the Workman's Compensation Commissioner if the management knowing about his physical position would show their sympathetic attitude towards him. This attitude will expose clearly how the management deal with the problems of the workman work under them.

6. The plea taken by the management that as the concerned workman was not declared unfit by the Apex Pneumoconiosis Medical Board he is not entitled to get any benefit as per clause 9.4.3 of the NCWA. I have already discussed above that due to whimsical decision of the management the concerned workman could not get the scope of his medical examination by the said Apex Medical Board though by the Junior Medical Board of the DGMS it was clearly observed that the concerned workman was a patient of Pneumoconiosis. It is clear that the concerned workman was stopped from his work with effect from 23-7-91 and it was so done knowing fully well about his ailment. But intentionally they did not consider necessary to send the concerned workman before the said Apex Medical Board for his medical examination. The attitude of the management definitely should be construed as oppressive and therefore, I hold that though officially the concerned workman was not declared unfit by the Apex Pneumoconiosis Medical Board he should be considered as medically unfit. Had that not been so definitely he would be allowed to work under the management. As such considering all these aspects I should say that clause 9.4.3 of NCWA-IV is very much applicable in the instant case. This case should be considered as exceptional case where the provision of this clause in the matter of providing employment to one of his dependent son should be applied absolutely for the whimsical decision of the management. It should be taken into consideration that such disablement of the concerned workman was not out of general debility but the debility which affected him only for his unqualified discharge of service to the management as the ailment in question is absolutely an ailment of his occupational hazard. The management not only has violated the principle of Natural justice but also committed gross illegality in refusing to provide employment to one of his dependent son as per provision laid down in para 9.4.3 of NCWA-IV. Therefore, after careful consideration of all facts and circumstances I hold that the concerned workman is entitled to get relief which he has prayed for. Accordingly the following Award is rendered :—

"The action of the management of M/s. BCCL, Bhowra North Colliery, UG Mines in not providing employment to dependent of Ramdhani Dhobi, Ex-Mining Sirdar of Bhowra Colliery (N) (U/G Mines) under Clause 9.4.3 of NCWA-IV is not justified. Consequently, the dependent of Ramdhani Dhobi, Ex-Mining Sirdar of Bhowra Colliery (N) (U/G Mines) is entitled to get employment under the management."

The management is therefore directed to implement the Award within three months from the date of its publication in the Gazette of India.

B. BISWAS, Presiding Officer

नई दिल्ली, 20 नवम्बर, 2001

का.आ. 3350:— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में, केन्द्राय सरकार सी.सी.एल. के प्रबंधन के संबद्ध दिवोजनों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण 2, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्राय सरकार को 16-11-2001 को प्राप्त हुआ था।

[सं. एल-20012/353/94-आई.आर. (सं-I)]

एस.एस. गुप्ता, अव्वर सचिव

New Delhi, the 20th November, 2001

S.O. 3350.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, 2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CCL and their workman, which was received by the Central Government on 16-11-2001.

[No. L-20012/353/94-IR(C-I)]

S. S. GUPTA, Under Secy.

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

#### PRESENT :

Shri B. Biswas, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947.

Reference No. 123 of 1995

#### PARTIES:

Employers in relation to the management of Topa Colliery of M/s. CCL and their workman.

#### APPEARANCES:

On behalf of the workman : None.

On behalf of the employers : Shri B. Joshi, Advocate.

STATE : Jharkhand.

INDUSTRY : Coal.

Dated, Dhanbad, the 29th October, 2001

#### AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/353/94-I.R. (Coal-I), dated the 5th September, 1995.

"Whether the action of the management of Topa Colliery of CCL in not paying the difference of wages as Cap Lamp Fitter from 8-12-87 to 30-12-90 and as Cap Lamp Issue Clerk

from 1-1-91 till date and not regularising the workman Shri Raja Ram Karmakar in the post of Cap Lamp Issue Clerk is justified? If not, to what relief the workman is entitled?"

2. The case of the concerned workman according to the W.S. in brief is as follows :—The concerned workman in the W.S. disclosed that he was appointed as piece rated worker prior to the nationalisation of the Coal Mines and worked in the same category upto 1976. He submitted that he was put to the post of 1st Boiler and thereafter the management authorised him to work as Cap Lamp Fitter on and from 8-12-86 and since then he is working as Cap Lamp Fitter upto 30-12-90. The concerned workman submitted further that thereafter he was authorised to work as Cap Lamp Issue Clerk with effect from 1-1-91 and still he is working in the said category. Disclosing this fact the concerned workman submitted that the management in spite of his submitting representation did not consider necessary to pay difference of wages for working as Cap Lamp Fitter between the period from 8-12-86 to 30-12-90. Even the management refused to regularise his service as Cap Lamp Issue Clerk though under order of the management he is working in the said post since 1-1-1991. Accordingly the concerned workman has prayed for passing Award with direction to the management to pay difference of wages as Cap Lamp Fitter from 8-12-87 to 30-12-90 and to regularise his service as Cap Lamp Issue Clerk with effect from 1-1-91.

3. The management on the category after filing W.S.-cum-rejoinder have denied all the claims and allegations which the concerned workman asserted in his W.S. They submitted that the concerned workman Raja Ram Karmakar was working as Safety Cap Lamp Charger/Lamp Mistry (Lamp Fitter) in Cat. III at the relevant time. He was not promoted from Cat. III to Cat. IV and from Cat. IV to Cat. V as per the provision of the cadre scheme applicable to E & M Personnel of Lamp room. The management submitted that Safety Lamp Charger is also a fitter and he is in Cat. III. The Fitter dealing with Cap Lamp are in Cat. III, IV and V. The Fitter in Cat. III must be competent to test the level and specific gravity of the electrolyte available in battery putting distiller water so that proper level in the battery is maintained. He is also required to maintain log book prescribed for proper maintenance of records of the Cap Lamp. The management specifically submitted that the concerned workman all along worked as Cap Lamp Charger/Fitter in Cat. III and never was promoted to Cat. IV Fitter. The management submitted that the workman in Cat. III can be promoted to Cat. IV after obtaining 3 years of experience in Cat. III on acquiring proper knowledge of the battery and oil safety lamp besides knowing the electrical circuits of the cap lamps and the charges. He must have also full knowledge of the ELP features and Cap Lamp. The management disclosed that for promotion of a workman as Cap Lamp Fitter in Cat. V he must possess experience of Cat. IV and must have minimum of three years experience on such post. After a departmental promotion committee adjudged a Lamp Fitter in Cat. IV for his promotion to Cat. V he can only be promoted to Cat. V. The management also disclosed that for the purpose

of promotion of a Lamp Fitter to the post of Lamp Issue and Return Clerk in Cl. Gr. III the persons must possess minimum qualification of Matriculation and must pass departmental written and practical test and should be selected by the Selection test, out of the Lamp Fitter in Cat. IV and Cat. V. Disclosing this fact the management further submitted that the concerned workman neither possessed Matriculation certificate or test equivalent from any recognised Board of Examinations nor passed any examination conducted by the management adjudging him suitable for providing him the job of Clerical Post. Accordingly the management submitted that the concerned workman did not possess requisite qualification relying on which he could be promoted to the post of Lamp Issue and Return Clerk in Clerical Grade, III. Accordingly the management submitted the prayer for passing an Award rejecting the claim of the concerned workman.

4. The points for decision in this reference are:—

"Whether the action of the management of Tona Colliery of C.C.L. in not paying the difference of wages as Cap Lamp Fitter from 8-12-87 to 30-12-90 and as Cap Lamp Issue Clerk from 1-1-91, till date and not regularising the workman Shri Raja Ram Karmakar in the post of Cap Lamp Issue Clerk is justified? If not, to what relief the workman is entitled?"

#### DECISION WITH REASONS

5. It is seen that in spite of giving ample opportunities the concerned workman neither appeared before the Tribunal nor submitted the rejoinder or document in support of his claim. Even notices were sent to the concerned workman consecutively by Regd. Post with A/D but he did not respond to the same. Accordingly, as the case is very old one finding no other alternative way the same was closed. It was the claim of the concerned workman that from 8-12-87 to 30-12-90 he worked as Cap Lamp Fitter under order of the management and thereafter he also by order of the management started working as Cap Lamp Issue Clerk with effect from 1-1-91 and still he is working to that post. Disclosing this fact the concerned workman submitted that the management through exploited his service as Cap Lamp Fitter and also as Cap Lamp Issue Clerk did not consider necessary to any difference of wages with effect from 8-12-87 to 30-12-90 for his work as Cap Lamp Fitter. Even the management refused to regularise his service as Cap Lamp Issue Clerk. Considering the pleadings of both sides I find no dispute to hold that the concerned workman was an employee under the management. The management submitted that the concerned workman worked as Cap Lamp Fitter in Cat. III and he was never promoted to the post of Cap Lamp Issue Clerk which he has claimed for. The management submitted categorically that the concerned workman was not promoted to Cat. IV from Cat. III and from IV to Cat. V as per the provision of the cadre scheme applicable to the E & M personnel of the lamp room. The management submitted categorically that for getting promotion to Cat. IV and Cat. V the concerned workman is required to pass departmental test and not only that he must have to possess minimum qualification for getting himself suitable to the post of

Cat. IV and Cat. V. It has been submitted by the management that the concerned workman had no requisite qualification which should demand for his promotion to Cat. IV or to Cat. V. As such there was no scope on the part of the management to give any promotion to the concerned workman. It is seen that the management in their pleading has clearly pointed out that the concerned workman in Cat. III is liable to get his promotion to Cat. IV and thereafter to Cat. V. The concerned workman in his pleading did not disclose anything to the effect that inspite of his having requisite qualification and experience the management refused to give any promotion. The concerned workman inspite of getting sufficient opportunity did not consider necessary to produce a single scrap of proper to show that he worked as Cap Lamp Issue Clerk with effect from 1-1-92. As such at this stage in absence of any cogent evidence there is no scope to pass any order directing the management to regularise his service. Question of payment of difference of wages also definitely could be considered if it was established by the concerned workman that he worked in the higher category post under order of the management. I find no hesitation to say that the concerned workman inspite of getting sufficient opportunity has failed to establish this claim too. Accordingly after careful consideration of all the facts and circumstances I hold that the concerned workman is not entitled to get any relief which he has prayed for by way of Award. In the result, the following Award is rendered:—

“The action of the management of Topta Colliery of C.C.L. in not giving the difference of wages as Cap Lamp Fitter from 8-12-87 to 30-12-90 and as Cap Issue Clerk from 1-1-91 till date and not regularising the workman Shri Raja Ram Karmakar in the post of Cap Lamp Issue Clerk is justified. Consequently, the concerned workman is not entitled to get any relief”.

B. BISWAS, Presiding Officer

नई दिल्ली, 19 नवम्बर, 2001

का.आ. 3351.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार आईन्स फैक्ट्री के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अन्वय में निर्दिष्ट औद्योगिक विवाद के केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पक्षों को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-11-2001 को प्राप्त हुआ था।

[सं. एल-14011/7/99-आई आर (डी.यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 19th November, 2001

S.O. 3351.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur, as shown in the Annexure in the Industrial Dispute between the employers in relation to

the management of Ordnance Factory and their workman, which was received by the Central Government on 19-11-2001.

[No. L-14011/7/99-IR(DU)]

KULDIP RAI VERMA, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL, NAGPUR

PRESENT :

Shri B. G. Saxena, Presiding Officer.

Reference No. CGIT-137/2000

General Manager, Ordnance Factory

AND

Shri D. N. Bawane, General Secretary.

#### AWARD

The Central Government, Ministry of Labour, New Delhi, by exercising the powers conferred by clause (d) of Sub-section (1) and Sub-Section 2(A) of Section 10 of the Industrial Dispute Act, 1947 has referred this dispute for adjudication vide order No. L-14011/7/99/IR(DU), dated 25-8-99 on the following schedule.

#### SCHEDULE

“Whether the action of the management, namely General Manager, Ordnance Factory, Chanda, District Chandrapur in not recognising and not allowing the elected representatives of Employees Union, Ordnance Factory, Chanda to represent the grievances of employees of the industrial establishment is justified? If not, what directions are necessary in the matter?”

The General Secretary, Employees Union Ordnance Factory, Chanda had submitted Statement of Claim before C.G.I.T. Court No.-II at Mumbai that General Body Meeting of Employee Union Ordnance Factory, Chanda was held on 14-10-98 and new Executive Body was elected. The new Executive Body was headed by S. L. Gandhi, President. The General Manager of Ordnance Factory did not Cooperate with the new Executive Body. The General Manager evaded the recognition of the new Executive Body and the General Meeting could not be called to hold meeting after 14-10-98. The management stated in Written Statement that the matter falls under Section 28(1)(A) of Bombay Industrial Relation Act and the C.G.I.T. Court has no jurisdiction to hear it.

The file was received from C.G.I.T. Court No.-II by transfer to C.G.I.T. Court, Nagpur in April, 2000. The counsel for the workmen S. M. Kali took time to file affidavit of the workmen on 29-8-2000. The case was adjourned to 4-10-2000, 3-11-2000 but no affidavit was filed by the counsel for the workmen. After 21-8-2000 the case was again adjourned to 29-1-2001. No affidavit was filed from the side of the union in support of their claim. The management representative also took time to submit law on the

point of jurisdiction of this Court to decide the dispute but he did not submit any law.

The case was adjourned to 1-3-2001 and 30-4-2001. After that both the parties are absenting.

The dates 7-6-2001, 21-6-2001, 24-7-2001, 23-8-2001, 13-9-2001, 17-10-2001 and 19-10-2001 were fixed. Both the parties absented regularly after 7-6-2001. Neither the counsel for workman's union submitted any affidavit in support of their claim nor anybody appear to represent the management.

In view of the above facts no evidence has been produced by any party. No law has been submitted from the management on the point of jurisdiction.

Thus the parties have not produced any evidence on the matter in dispute. In these circumstances the reference should be disposed of for want of evidence.

### ORDER

No evidence has been produced by the parties on the issue mentioned in the schedule of the reference.

The reference is disposed of for want of prosecution. No evidence has been produced by the workmen in support of their claim.

The reference is therefore disposed of for want of prosecution and the evidence.

Date : 19-10-2001.

B. G. SAXENA, Presiding Officer

नई दिल्ली, 19 नवम्बर, 2001

का.आ. 3352.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सीनियर क्वालिटी एश्यूरेंस एस्टेब्लिशमेंट के प्रबंधन के सम्बन्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-11-2001 को प्राप्त हुआ था।

[सं. एल-14012/31/93-आई. आर. (डी. य. )]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 19th November, 2001

S.O. 3352.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Senior Quality Assurance Establishment and their workmen, which was received by the Central Government on 19-11-2001.

[No. L-14012/31/93-IR(DU)]

KULDIP RAI VERMA, Desk Officer

3630 GI/2001—28.

### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

Case No. CGIT/LC/R/240/97

Presiding Officer : Shri K. M. Rai.

Shri Vijay Kumar,  
S/o Shri Francis Paul,  
510, Christian Colony,  
Gorakhpur, Jabalpur.

... Applicant.

Versus

Senior Quality Assurance Establishment,  
PO GCF,  
Jabalpur.

... Non-applicant.

### AWARD

Passed on this 1st day of November, 2001

1. The Government of India, Ministry of Labour vide Order No. L-14012/31/93-IR(DU) dated 20-8-97 has referred the following dispute for adjudication by this tribunal—

“Whether the action of the management of Senior Quality Assurance Establishment, GCF, Jabalpur in treating the workman Shri Vijay Kumar to be involved in criminal cases and terminating him on the basis of the Police Verification Report vide order dated 16-2-93 is legal and justified? If not, what relief the workman is entitled to?”

2. The case for the workman is that Quality Assurance Establishment, Ministry of Defence Government of India issued notification for filling up vacant post of unskilled labour reserved for ST candidates. The employment exchange, Jabalpur sponsored the name of the workman who appeared for interview in March, 1992. As per information of the employment exchange he appeared for interview conducted by GCF, Jabalpur on 27-3-92. He successfully cleared the interview and the management issued appointment order dated 25-4-92 to him. He joined his duty on 28-4-92. By order dated 16-2-93, his appointment was cancelled on the basis of character verification report of the police. Before issuing the said order, neither any show cause notice was issued nor any DE was conducted against him. The police verification report is absolutely incorrect and devoid of any substance.

3. The workman further alleges that he was never convicted by any competent court for committing any crime. Not a single charge was established against him in the court of law. A person becomes disentitled for getting employment in Government service only if he is convicted by competent court for committing some criminal offence. He was never convicted by any court. Merely by filing the challan in a court by the police, it is not sufficient to establish the offence against any person. He belonged to ST community and therefore he was rightly appointed as a mazdoor by the management. The terminated order passed by the management against him is illegal and deserves



to be set aside. No compensation was given to him according to the provisions of Section 25-F of the I.D. Act, 1947. He is therefore entitled to reinstatement with all consequential benefits.

4. The case for the management is that the workman was never appointed as worker as claimed by him. He was not an employee of the management and therefore the relationship of master and servant never existed between the parties. He was never issued any appointment order as stated by him. An offer of appointment was issued to him vide letter dated 25-4-92. Some terms and conditions for the appointment were offered to the workman for completing the formalities for getting the appointment. On 29-4-92, Police Verification Report forms were issued to the workman for filling upto get police verification report regarding his conduct. These forms were sent to the District Magistrate, Jabalpur for verifying the character of the workman. The character verification report was received from District Magistrate with a note that 45 criminal cases were pending against the workman. The workman had submitted a false declaration that no criminal case was pending against him. Due to the false declaration and pendency of 45 criminal cases in the criminal court, the workman was not found fit to be appointed as Mazdoor by the management. The management therefore issued an intimation on 16-2-93 to the workman informing him that he was not found suitable for giving appointment for the post he was sponsored by the employment exchange. The termination of the workman does not amount to retrenchment as claimed by him. The management was not required to issue statutory notice nor to pay the retrenchment compensation according to the provisions of Section 25-F of the I.D. Act, 1947. The workman is not entitled to any relief as claimed by him.

5. The following issues arise for decision in this case and my findings thereon are noted hereinafter:—

1. Whether the action of the management dated 16-2-93 in holding workman not fit for the appointment on the basis of police verification report is just and proper?
  2. Whether the order of termination passed by the management against the workman is just and proper?
  3. Whether the workman is entitled to reinstatement with other consequential benefits.
  4. Relief and costs?
6. Issue Nos. 1 and 2 :

It is an admitted fact that the workman belongs to ST community. His name was sponsored by the employment exchange, Jabalpur to appear for interview on 27-3-92 for the post of unskilled labour. During the interview, the management found him fit for issuing appointment order for the post of unskilled worker. The appointment order was issued to the workman with some terms and conditions which were accepted by him. After police verification it was found that 45 criminal cases were registered against the workman by various police station of Jabalpur. The work-

man has also admitted in his statement that 45 criminal cases were registered against him by the police. In all these criminal cases, the workman was acquitted of all the charges by the competent court. The management has not been able to prove that the workman was convicted for any criminal offence. Merely registration of criminal case and filing the challan against the workman is not enough to disentitle him for getting employment in any Government service. The appointment order dated 24-5-92 (M-1) was issued to the workman by the management and in pursuance of this order, he joined his duty on 28-5-92. Subsequently his services were terminated on 16-2-93 on the basis of police verification report received from District Magistrate, Jabalpur. The workman has not been convicted for any offence by any court. In view of this fact, this order of termination from service dated 16-2-93 is bad in law. It is therefore held that the management wrongly held the workman not fit to be given employment for the post the appointment order was issued to him. The management illegally passed the order of termination against him on 16-2-93. Both the issues are answered accordingly.

#### 7. Issue No. 3 :

In view of my findings given on Issue Nos. 1 and 2, it is held that the workman is entitled to reinstatement without back wages.

#### 8. Issue No. 5 :

On the reasons stated above, it is held that the workman is legally entitled to get employment for the post for which order of appointment was issued by the management on 24-5-92. The order of termination from service passed by the management against the workman on 16-2-93 is hereby quashed. The workman shall be reinstated as unskilled workman for which he was found fit in the interview. On the principle of No Work, No Pay, he shall not be entitled to back wages. The reference is accordingly answered in favour of the workman and against the management.

9. Copy of the award be sent to the Government of India, Ministry of Labour as per rules.

K. M. RAI, Presiding Officer

नई दिल्ली, 19 नवम्बर, 2001

का.आ. 3353.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार साऊदर्न कमांड स्टेनरी डिपो के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में लेबर कोर्ट, पुणे के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-11-2001 को प्राप्त हुआ था।

[सं. एल-14012/32/94-आई.आर. (डी.यू.)]

कुलदीन राय वर्मा, डेस्क अधिकारी

New Delhi, the 19th November, 2001

S.O. 3353.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the



Labour Court Pune as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Southern Command Stationery Depot and their workman, which was received by the Central Government on 19-11-2001.

[No. L-14012/32/94-IR(DU)]

KULDIP RAI VERMA, Desk Officer

#### ANNEXURE

BEFORE SMT. S. V. SUVARNA, PRESIDING OFFICER, II LABOUR COURT AT PUNE

Reference I DA No. 69 of 1996

(1) The Commanding Officer,  
Southern Command Stationery Depot,  
Pune-411001.

(2) MGACC Southern Command,  
Pune-1.

. First party.

#### AND

Shri Karkala S. Reddy,  
C/o Shri G. R. Salunkhe,  
Southern Command Stationery,  
Ghourpuri Road, Pune-1 . . . II party.  
SUB: Reinstatement with full back wages and continuity of service.

#### APPEARANCE :

Mrs. Khare Advocate for II party.

Mr. Deshpande, Advocate for I party.

#### AWARD

This reference is referred to the Labour Court Pune by Government of India Ministry of Labour, New Delhi, vide order No. L-14012/32/94 1(RC)(DU) dated 26-2-96 the Central Government was of the opinion that industrial dispute exists between the employer in relation to the management of Southern command and their workman in respect of the schedule. Therefore the Central Government in exercise of powers conferred by Clause-D Sub Section (1) and Sub Section 2(A) of Sec. 10 of the I.D. Act, 1947 referred the said dispute to this Labour Court.

In the Schedule of the reference it is mentioned that, "whether the action of the Management of Southern Command Stationery Depot, Pune in terminating the services of Karkala Reddy is justified and legal?, if not to what reliefs the workman is entitled to."

The second party has filed his statement of claim at Ex. 5 and contended that he is working under the direct control of first party i.e. Commanding Officer Southern Command, Stationery Depot, Pune and his services were terminated by the first party from 25-7-92. He has therefore, requested that he should be reinstated. It is also pleaded that the first party No. 1 and 2 are the departments of Ministry of Defence, Central Government of India. The second party joined service at Air Force Academy Hyderabad as Anti Malaria Lascar from 21-6-1988 he worked there till December 1988. Thereafter by order dated 14-12-88 he was transferred to first

party—i.e. Southern Command Stationery Depot. He joined his service on 25-7-92 and he was in continuous service of the first party. It is also contended that vide letter dated 23-7-92 first party No. 2 terminated the services of second party without assigning any particular reason and no opportunity to defend was given. However, the first party by letter dated 2-12-92 communicated to the office of Asstt. Labour Commissioner (C) that services of second party were terminated for habitual and long unauthorised absence. It is contended that he was on leave but denied that he was on unauthorised leave. In May-June, 1989 he was on sanctioned leave for his own marriage. Thereafter he was on leave for sickness on the most of the occasions, besides some domestic reasons. On each and every occasion of illness he forwarded applications for leave and submitted proper medical certificates also. He also made an application in 1990 to give him posting at any of the places in Andhra Pradesh near his native town, which will enable him to attend the work as well as to look after his family.

It is further submitted that second party was away from the work on certain occasions for just and proper reasons and he gave application for leave and the leave was sanctioned. He never remained absent unauthorisedly and his services have been terminated without giving opportunity to defend. Therefore, prayed that the termination of his services be held as illegal and he should be reinstated with continuity of service and with full back wages.

First party No. 1 Commanding Officer, Southern Command Stationery Depot, Pune has filed its W.S. at Ex. 12. It is contended that second party was habitually absentee. More than sufficient time and opportunity was granted to him by writing several letters, but the second party did not report for duty and therefore on recommendations of the O.C. on 23rd July, 1992 the services of the second party were terminated by MGAOC H.Q., Southern Command under provision to sub-rule 1 of Rule 5 of Central Civil Services (Temporary Services) Rules, 1965. After the termination the second party failed to exercise his right to prefer the appeal/representation against the alleged termination within a period of 45 days to DGOS Army H.Q. and rushed to the Asstt. Labour Commissioner, Pune vide letter dated 27-7-92. First party No. 1 has denied that prior to termination no opportunity of defence was given to the second party. That in view of the provisions u/s 12(4)(5) r/w Clause (d) of sub-section(1) and sub-section 2A of Section 10 of I.D. Act, 1947 the present case has been referred to this court. According to first party No. 1 the appropriate Government in this case is the Central Government and not the State Government. It is next submitted that the Army Stationery Depot are not governed under the Factory Act and they have been classified as Misc. Units. The case of second party does not fall within the jurisdiction of the Asstt. Labour Commissioner, Pune and this reference which is sent to this Court for adjudication by Asstt. Commissioner of Labour, Pune is not correct and this Court has no jurisdiction to entertain and try to adjudicate upon the points under the reference or the

statement of claim of second party. The status of second party was civilian. For habitual unauthorised absence from the duty even during the probation period, his services were terminated under the orders of the appointing authority i.e. Major General Army Ordnance Corps. Head Quarters, Southern Command, Pune-1 in terms of sub-rule 1 of Rule 5 of the Central Civil Services (temporary services) Rules, 1965. On termination of his service, second party was expected to exercise his right to prefer appeal within a period of 45 days before DGOS Army H.Q. i.e. Appellate Authority. But he did not avail of the said remedy provided under the rules and he was required to file a petition against his alleged termination before the Hon. Central Administrative Tribunal, New Bombay which he has failed to do or move the Civil Court. However the reference has been moved before this Labour Court and this Labour Court has no jurisdiction to entertain and adjudicate upon the reference and it is liable to be dismissed. It is submitted by F.P. No. 1 that statement of claim suffers from mis-joinder as well as non-joinder of necessary parties because the Officer Commanding himself is the local official Head under the jurisdiction of Commander, Pune sub-area and as such by himself he cannot decide or redress the grievances of the second party. DMR & F exercises the functional control and administrative functions are controlled by the Head Quarters, Command Area and Sub-Area Commander Stationary Depot, Pune vide letter No. 2(2/87/1415/D(S&C) dated 12-6-89. Therefore, it is the case of first party No. 1 that the reference should be rejected.

The first party No. 1:—Commanding Officer, Southern Command Stationary Depot, Pune at Ex. 13 moved an application for framing and determining the issue for objection to the jurisdiction. This application came to be hotly contested by both the parties and order came to be passed by my Ld. Predecessor on 8-1-97 rejecting the application moved by the F.P. No. 1. This order of my Ld. Predecessor was challenged before the Hon'ble H.C., Bombay in W.P. No. 1331 of 1998 and also in letters Patent Appeal. However, the matter has been remanded back to this Court for rejecting the reference on merits. Thereafter the following issues have come to be framed by this Court at Ex. 39 which are as under :—

Issues	Findings
1. Does the first party prove that the reference is not maintainable for want of jurisdiction?	No
2. Does the second party prove that his services were terminated illegally by the first party?	Yes
3. Does the second party prove that he is entitled for the reliefs claimed?	Yes, re-instatement with 50 per cent back wages.
4. What award?	As below

#### REASONS

The second party workman has examined himself at Ex. 40 and closed his evidence by giving purshis

at Ex. 53. The first party No. 1 has examined one Mr. Rajiv at Ex. 54 and thereafter given a purshis that they do not wish to adduce more oral and documentary evidence in the above matter at Ex. 55 through their Advocate S. B. Deshpande. Both the Advocates have advanced oral arguments before me.

Issue No. 1 :—

Ld. Adv. Deshpande has challenged maintainability of the reference by contending that the Stationery Depot F.P. No. 1 is not an 'industry' because the appropriate authority in this case is from the defence and the Ministry of Defence and its various establishments do not fall within the definition of 'industry' u/s 2(j) of the I.D. Act. Therefore the reference should be rejected. It is next submitted by Advocate Deshpande for first party that assuming for the sake of arguments that first party No. 1 is an 'industry' yet the reference cannot lay before the State Government on the basis of the report given by the Conciliation Officer only. The first party No. 1 Stationery Depot is a Unit, which is not registered under the Factories Act. The person concerned in this reference is a Government servant and the appropriate authority is the Major General, Civil Services and the Central Tribunal has the jurisdiction to decide the reference. It is next submitted by Advocate Deshpande that failure report which is given by the Asstt. Labour Commissioner, Central, Pune vide letter dated 8-9-92 is without giving any reasons and the Asstt. Labour Commissioner of Labour did not consider the contention of the first Party and therefore, conclusion report is not valid report u/s 12(6) of the I.D. Act. It is also contended by Advocate Deshpande that if the reference itself is in contravention of the provisions of the letter the same cannot be a legal reference and this Court cannot assume jurisdiction of a reference which is void ab initio. Ld. Adv. Deshpande has also pointed out to me the order of reference and submitted that it is a cyclostyle form which is signed by the Desk Officer and there is filling up of the gaps in the form of the order and there is no application of mind to the facts of the case. Therefore, the case does not fall within the jurisdiction of Asstt. Labour Commissioner, Pune. In these circumstances, it is contended by Ld. Adv. Deshpande that the case of second party is not covered under the provisions of the I.D. Act.

In reply to these submissions Ld. Adv. Khare appearing for second party has referred to the provisions of the I.D. Act, Section 10(2) and pointed out that the Court has given the power to adjudicate upon the dispute and the reference is made to this Court under the above section. It is further pointed out that the Ld. Predecessor of this Court has decided the issue about the jurisdiction of this court to adjudicate the present reference on an application moved by the Officer Commanding, Southern Command Stationary Depot, Pune i.e. F.P. No. 1 and in this application the first party No. 1 prayed for framing and determining the preliminary issue for objection to the jurisdiction and all the points which have been made by Ld. Adv. Deshpande were pleaded in the said application at Ex. 13 and on 8-1-97 after hearing both the parties at length the application came to be rejected and this order was also challenged before the Hon'ble High Court where it has been held by Their Lordship

that petitioner i.e. Commanding Officer, Southern Command Stationery Depot and MGAOC, Southern Command, Pune-1 can raise the said contention after full adjudication of the matter in appeal or writ petition which may be filed by the petitioner. Therefore, according to Ld. Adv. Khare, the said issue has already been decided and since the Hon'ble Court has directed to this court to decide the said issue the submissions of Ld. Adv. Deshpande cannot be accepted. It is next submitted by Adv. Khare that on going through the Schedule under the I.D. Act "Schedule-I" u/s 2(N) gives the list of 'industry' which are declared as public utility services and the defence establishment is covered in Sr. No. 8 of the Schedule I and the management witness Mr. Rajiv of Southern Command Stationery Depot, Pune admitted in cross examn. that the first party is an establishment which comes under the Ministry of Defence and therefore since the defence establishment is an 'industry' and it is an admitted position that the Stationery Depot is an establishment therefore the provisions of the I.D. Act will apply to the first party No. 1 and hence the reference is maintainable as the first party is covered by the definition of 'industry' of Section 2(J) of the I.D. Act. It is next submitted by Adv. Khare that this reference has been sent to this Court as per the Government Notification by the appropriate Government i.e. the Central Government and therefore this Court will have jurisdiction to adjudicate the dispute between the parties. Adv. Khare also referred to the provisions of Section 12(5) of the I.D. Act and pointed out that if on consideration of the report submitted by the conciliation officer the appropriate government if satisfies that there is a case for reference to the Labour Court it can make a reference. Ld. Adv. Khare also referred to the definition of Section 2(K) of the I.D. Act and submitted that since there is a dispute of difference between the workman and the employer which is connected with his employment then this Court also has jurisdiction to decide this issue. She further submitted that if we refer to the preliminary title of the I.D. Act, 1947, it can be seen that the I.D. Act extends to the whole of India. Therefore the I.D. Act 1947 is the Central Act and the provisions of this Act apply to the State Government and also the Central Government. Therefore, the submission of Ld. Adv. Deshpande that since the appropriate authority is the Central Government and the second party is a Government servant this reference is not tenable and it can be only decided by the Central Administrative Tribunal does not hold good because u/s. 10 of the I.D. Act if the appropriate Govt. is of the opinion that any industrial dispute exist it may at any time in writing referred the dispute to the Labour Court and she also referred to the provisions of Sec. 10(1)(A) where the Central Government can also refer any Industrial Dispute to the Labour Court in respect of the matters falling in Second Schedule of the I.D. Act 1947. In this case, since the dispute touches the matter pertaining to termination of service of the second party and the workman has asked for the relief of reinstatement, it is contended this court has the jurisdiction to decide the reference in respect of the termination of services of the second party.

On going through the submissions of both the sides on the issue of jurisdiction it is first necessary to refer

to the order passed by My Ld. Predecessor on the application at Ex. 13 moved by the first party No. 1 challenging the maintainability of the reference on the ground that the appropriate Government is the Central Govt. and the reference made to his Court for adjudication of the industrial dispute based on the report dt. 16-9-94 submitted by the Asstt. Labour Commr. (C) Pune is not legal. I am of the view that although the dispute relates to the defence the appropriate Govt. in this case is the State Govt. because the test of determining which of the State has jurisdiction to make the reference u/s. 10 of the I.D. Act 1947 is that where there is a separate establishment and the workman is working in that separate establishment the dispute would arise at that place as held in case of Workman v/s. Rangvilan Motor Pvt. Ltd. reported in AIR-1967- SC Pg-1040.

In the present reference admittedly the second party was initially employed as Anti Malaria Lascar at Air Force Academy Hyderabad from 21-6-1988 and thereafter he was posted to Southern Command Stationery Depot, Pune i.e. F.P. No. 1 w.e.f. 14-12-88 and kept on probation for two years i.e. till 1990 and during the year 1990 he was granted six days extra ordinary leave without paying and his services came to be terminated under the order of the Major General, Army Ordnance Corps, Head Quarters, Southern Command, Pune-1. In view of these facts it can be seen that the second party has been working at Pune Stationary Depot and his salary was paid by the first party No. 1 his leave was sanctioned by F.P. No. 1. He was under the supervision and control of the first party No. 1. Therefore, as the cause of action for terminating the services of the second party on account of his absence has arisen in Pune the appropriate government in this case is the State Government. The contention of Ld. Adv. Deshpande for first party that this court has no jurisdiction to decide this dispute as the Defence Ministry is the employer and controlled by the Central Government and u/s 2(A) the appropriate Government in relation to any industrial dispute concerning any 'industry' carried on by or under the authority of the Central Govt. is the Central Government and not the State Government. This submission does not appeal to me because Southern Command Stationery Depot is a separate establishment which is admitted by the first party's witness Mr. Rajiv in the cross examn. and second party was working in Stationery Depot which is a separate establishment and the dispute arose at Pune therefore in my view there is a nexus between the dispute and the territory of Pune therefore State Govt. is the appropriate Government. I have also read the judgement reported in 1975-2 LLJ-Pg. 336-SC-Hindustan Aeronautics Ltd. V/s. Their workman, in the given case, the Govt. of West Bengal had referred the dispute between the C Barrack Pore Branch in West Bengal of Hindustan Aeronautics Ltd. Vs. Their workman. The competency of the government to refer to the reference was challenged on the ground that the appropriate government was the Central Government and not the State Government and alternatively it was the Karnataka Government because the Barrack-Pore Branch was functioning in the Bangalore divisional office of the company it was held that the appropriate government is the State Govt. within the geographical limits of

which the industry is situated. Therefore following this judgement of Hon. Supreme Court in this case although the Ministry of Defence is the Central Government, however, the second party workman has been transferred and posted at Southern Command Stationery Depot Pune, his services are terminated at Pune by the Manager General of Southern Command. Therefore applying the above ratio to this case, the appropriate Govt. is the State Govt. and the reference has been rightly referred to this Court for adjudication.

It is also pertinent to note that u/s 39(A) of the I.D. Act which is a Central Act applicable to the whole of India, it has been laid down that the appropriate Government may, by notification in the official gazette direct any power exercisable by it under this Act or rules made thereunder shall, in relation to such matters and subject to such conditions if any as may be specified in the direction, be exercisable also.

- (a) Where the appropriate Govt. is Central Govt. by such officer or authority subordinate to the Central Govt. or by State Government, or by such officer or authority subordinate to the State Government, as may be specified in the notification; and
- (b) Where the appropriate Govt. is a State Govt. by such officer or authority subordinate to the State Govt. as may be specified in the notification.

Therefore, these provisions empower the Central Govt. where it is the appropriate Govt. to delegate its power by notification. The provisions of Sec. 39(A) makes it clear that the regulation has clearly vested power in the appropriate Govt. to delegate the power. The expression "if any" clearly signifies that the appropriate Govt. had the discretion. Similarly Sec. 39(b) empowers the State Govt. delegate its power by notification. Therefore, on going through the provisions of Sec. 39 and Clause (c) of Sub-Sec (1) and Sub-sec. 2(A) of Sec. 10 of the I.D. Act the Central Government has the power to refer any dispute to the Labour Court for adjudication.

It is next submitted by Adv. Deshpande that even if the Court comes to the conclusion that the reference is maintainable still u/s 2(J) of the I.D. Act and 2(k) of the I.D. Act the F. P. No. 1 is not an industry because it is a stationery depot and not registered under the Factories Act and there is no industrial dispute in existence because the second party who is a civilian and the Central Civil Service Rules (temporary services) 1965 apply and the second party was required to avail the right of appeal before the DCOS Army M.G. i.e. Appellate authority to challenge his termination. Under these circumstances this court has no jurisdiction. This contention of Ld. Adv. Deshpande does not appeal to me because industry as defined u/s 2(J) of the I.D. Act has a wider import where a systematic activity organised by co-operation between the employer and employee for distribution of goods and services for human wants and wishes. Absence of profit motive or gainful objection is irrelevant. In the present case management witness Mr. Rajiv in cross exam. has

admitted that the first party is an establishment which comes under the Ministry of Defence. Therefore Adv. Khare for the second party referred the Court to the first Schedule of the I.D. Act and submitted that "Industry" declared to be public utility services under sub-clause VI of Clause (N) of Sec. (2) are set out and at Sr. No. 8 of the first schedule defence establishments are covered. Therefore since the statute has incorporated the defence establishment in first schedule the Stationery Depot which is admittedly an establishment as mentioned by the management witness it is "industry" u/s 2(j) of the I.D. Act and it is a public utility service. This submission appeals to me and the provisions of Sec. 10(1) enjoins on the appropriate Government to make a reference of industrial dispute in respect of the said public utility service. I have also come across a decision of the Madhya Pradesh High Court reported in 1995-LIC-Pg-108-Union of India- Petitioner V/s Presiding Officer, Central Government Industrial Tribunal, Jabalpur and others. In this case two workmen viz. Ram Sumiran and Chandrabhan who are the respondents were employed in Central Ordnance Depot of the Union of India and they were employed in the defence establishment. Their services were terminated by two separate orders in accordance with the provisions contained Rule 5(1) of the Central Civil Service (Temporary Service) Rules 1965. The workman approached the Central Government Industrial Tribunal cum Labour Court Jabalpur by way of reference for adjudication of the dispute about their termination of services u/s 10 of the I.D. Act. The Industrial Tribunal-cum-Labour Court gave award setting aside the termination of the services of the workmen and the Labour Court directed reinstatement in service with full back wages. This order is challenged before the Madhya Pradesh High Court and two grounds have been raised for challenging the award viz.

(1) That Central Ordnance Depot where the workmen were employed is not an 'industry' as defined in Sec. 2(J) of the I.D. Act. In the above judgement Their Lordships have held at para-5 on this issue that in view of the Hon. S.C. decision in Bangalore Water Supply and Sewerage Board-1978 Lab IC 467 the following observations are made :—

"Even in a department discharging sovereign function, if there are units, which are industries and they are substantially severable, then they should be considered to come within the fold of Sec. 2(j) of I.D. Act I find myself in complete agreement with the opinion expressed by the Madras High Court in the decision (Supra) that the Central Ordnance Depot being a severable unit of the Defence Department and is carrying on a systematic activity with the cooperation of employee and employer it satisfies the triple test laid down by the Supreme Court in the case of Bangalore Water Supply and Sewerage Board 1978 Lab IC 467. The contention advanced on behalf of the employer that the Central Ordnance Depot is not an industry is therefore, rejected."

Therefore applying the observations of the Madhya Pradesh High Court in the facts and circumstances of the present case, I am of the view that since the first party No. 1 is a defence establishment and the second party was working in the Stationery Depot and the defence establishment is also covered in the first schedule of the I.D. Act. The first schedule is "Industry" because there is employer employee relationship between the F. P. No. 1 and second party and there is a systematic activity carried on and the work which the second party was doing in the Stationery Depot is for satisfying the wants of the establishment because at the stationery depot the stationery which was required by the Southern Command were being disputed by the second party and this work which is done by the second party cannot be said to be a sovereign function to exclude the Stationery Depot from the definition of 'industry' as has been held in the judgement of Bangalore Water Supply and Sewerage Board Vis A. Rajappa. It is also one of the contention of Adv. Deshpande that Sec. 2(k) of the I.D. Act also does not apply because there is no industrial dispute existing between the first party No. 1 and the second party. This submission also does not appeal to me because rule 2(k) industrial dispute means that any dispute or difference between employers and employee or between employers and workmen or between workmen and workmen which is connected with the employment or non employment or the terms of employment or with conditions of labour of any person. Therefore this definition connotes a clear and substantial difference being some element of persistency and continuity till resolved. In this case, since the services of the second party have been terminated because of his unauthorised absence the workman has raised his demand and it is denied by the employer. The expression terms of "employment" therefore include the contractual terms and conditions and since the services are terminated the term industrial dispute includes the claim of the second party who has ceased to be a workman. Therefore Sec. 2(k) of I.D. Act is also applicable because the term "any person" mentioned in the definition industrial disputes covers the case of the second party also. Although he is employed in the defence department and he is a civilian.

It is also contended by Id. Adv. Deshpande that since the service rules provided for preferring an appeal to the Appellate Authority, this reference is not tenable. This submission also does not appeal to me because when there are two forums available to the second party he can choose the forum and first Party No. 1 has not produced any provisions/Service Rules to show that the second party is restrained from moving the Government challenging his termination. With regard to the contention of Adv. Deshpande that the Assistant Labour Commissioner did not consider the letter of first party No. 1. I find from the record that Asstt. Labour Commissioner had given opportunity to first party to justify their case, but they did not attend the Asstt. Labour Commissioner Office therefore first party cannot raise any grievance now challenging the failure report given by Asstt. Labour Commissioner (Central) Pune. With regard to the contention of misjoinder of parties the document on record show that first party No. 1 and 2 are the parties who are

directly interested in the dispute between the parties and they will be affected by the result of the case. Therefore they are the correct parties. Therefore in this case, I am of the view that the reference is maintainable. Accordingly I answer Issue No. 1 in negative.

Issue Nos. 2 and 3.—Both these issues are inter-linked hence they are taken up together. The evidence of the second party is recorded at Ex. 40 and his statement in chief that initially he was working in Air Force Academy at Hyderabad from 21st June, 1988 and thereafter he was transferred to Pune Southern Command on 22-12-88 and his services were terminated by order dated 23-7-92 w.e.f. 25-7-92 is not disputed. Learned Advocate Khare has submitted that the services of the second party have been terminated by letter dated 23-7-92 without holding any enquiry and without giving any opportunity of explanation which is very necessary because from 1988 till the date of his termination i.e. July, 1992 he has put in three years service. Learned Advocate Khare also referred to the termination order which is filed at Ex. 42 sr. No. 13. In this letter of termination no reasons are mentioned in terminating his services. She has also referred to the conciliation proceeding and pointed out letter dated 11-3-96 which is addressed to the Presiding Officer Labour Court. In the said letter it is mentioned by F. P. No. 1 that the second party was habitual absentee and he had completed 2 and half years of service prior to remaining absent from duty and that after assumption of long leave from 16-12-90 to 21-6-92 second party had reported for duty on 22-6-92 with different medical certificates from different doctors for various diseases i.e. Jaundice, Typhoid, Mental depression and these certificates according to first party No. 1 are false. Therefore due to above reasons the services of the individual were terminated by MGAOC, Head Quarter Southern Command under the provision of sub rule 1 of Rule 5 of the Central Civil Services (Temporary Services) Rule 1965 on 23-7-92. Therefore on going through the contentions in the letter dated 11-3-96 Learned Advocate Khare has submitted that the F. P. No. 1 has admitted that the workman had given different medical certificates for various diseases. However, the first party had doubted these certificates given by the second party. Therefore it was incumbent upon the first party No. 1 to investigate and hold an enquiry before terminating the services of the second party workman. This submission needs to be accepted because when the workman has given the medical certificate showing the reasons for his absence from duty which were on the ground of illness such as Typhoid, Mental depression, Jaundice, the second party workman would not attend his duty. The management witness Mr. Rajiv in his cross examination at page-4 has admitted that he does not know whether the second party used to inform him in advance with application and medical certificates whether he wanted leave. He was also shown Ex. 51 copy which is a letter written by the second party dated 2-12-92 and the reply of Major Mr. H. C. Shrivastav Officer Commanding in reply to the letter of the second party dated 6th March, 1991 and the witness Mr. Raja of the F. P. No. 1 he could not comment about the same. On going through Exhibit-51 collectively filed with list Ex. 42, it shows

that the workman was on duty sanction leave, and there is no dispute about the same. Learned Advocate Deshpande has submitted while referring to Ex. 91 collectively at page-2 of the list Ex. 42 that during the years 1989 and 1990 the workman was absent for 132 days and vide letter dated 8-3-91 referred above the second party was directed to report to the Chief Medical Officer District Hospital Rangareddy District Andhra Pradesh for through medical check up. But instead of getting checked up from the medical officer the workman went on submitting medical certificates from other doctors. Therefore the certificates were not admitted and accepted by the first party No. 1 because they were not from the medical officer of the district hospital. In the cross examination the second party at page-50 has clarified why he could not submit the medical certificate from the district hospital at Rangareddy. He has stated in cross as follows. "I did not send the report of the Chief Medical Officer District Hospital Rangareddy because it was closed and I went to Usamaniya Hospital. I do not know whether the first party did not accept the certificate given by him of Usamaniya Hospital. Therefore from the documents on record Learned Advocate Khare has submitted that the reasons for remaining absent by the second party was on account of his sickness and the second party has stated in his Chief examn. at page-2 and 3 that whenever he was on sanctioned leave and he was on leave on account of sickness of his mother and himself he has submitted medical certificate and application. He has also stated that whenever he has extended his leave he has given leave application. He has also referred to the documents filed at Ex. 42, which are the applications for extension of leave dt. 7-11-91 sent by Regd. Post. A. D. bearing acknowledgement of the first party No. 1 the medical certificate of Usamaniya Hospital at Sr. Nos. 8 to 12 these documents are marked Ex. 44 colly. The second party has discharged his burden by proving before the court that the reasons for his absence was genuine and the certificates given by the second party are not challenged nor the first party could prove that they have written any letter to the second party about the documents at Ex. 44 colly. submitted by him, which are the medical certificates of Usamaniya Hospital challenging the same and calling upon the workman to prove the said medical certificate by issuing him a show cause. Therefore the contention of the F. P. No. 1 that the termination of services of the second party was for his absence, the said action is taken by way of an after thought for the first time before the court because there is no reason mentioned in the termination order stating that the services of the second party are terminated for his absence. Learned Advocate Khare has relied upon the following judgements in support of her above contention that the termination for absence without holding any enquiry is illegal and ab initio void and against the principles of natural justice.

- (1) 1991 I LLJ Pg. 260—M. D. Vijayakumar & Ors. Vs. Tamil Nadu Water Supply and Drainage Board.
- (2) 1991-II LLJ-Pg. 65—Jacob M. Puthuparambil & Ors. Vs. Kerala Water Authority and ors.

Both these judgements are relied upon to show that even if there are service regulations still the industrial Employment Standing Orders will apply and without following due process of law the services of second party cannot be terminated. Ld. Adv. Khare has also relied upon the following judgements reported in 1979-I LLJ-Pg. 257 SC and 1995-I LLJ Pg. 716 Bombay High Court. In both these judgements it is observed that termination without enquiry is illegal.

(3) 1998-I CLR-1205 Bombay High Court in this judgement it has been held that failure to join on duty on expiry of the leave the employer is required to hold an enquiry. Ld. Adv. Khare has also relied upon the judgement of 1978-SC-I-Pg-154.

Ld. Adv. Deshpande has submitted that second party could not point out from his evidence that his leave was sanctioned in fact according to the first parts leave applications were sent by the father of the second party workman and he was called upon to submit the certificate from the district hospital which was not sent by the workman. Therefore under the service rules the first party was within its power to terminate the services of the second party. Therefore the termination is legal and proper. Second party in his deposition has clarified in the cross examn that the first party had informed him that the application signed by his father was not legal but the second party stated that at that time he was in the hospital. Therefore just because the father of the workman was sending leave applications in the circumstances that the workman was in the hospital those leave applications cannot be over-looked because what is to be seen in whether the second party has intimated the first party about his absence from work and the reasons for the same. The letter written by the Officer Commanding dt. 18-3-96 addressed to the Presiding Officer Labour Court in respect of the matter of the second party the letter clearly mentions that the second party had reported for duty on 22-7-92 but he was not allowed to join duty. This act on the part of the first party also shows the mala fide intention because without giving opportunity to the second party to give explanation when he came to join for duty he was not allowed.

The Hon'ble S. C. in the case reported in 2001-I LLJ Pg. 7 between Scooter India Ltd Vs Mahamad Yakub and another have held that absence of workman from duty without leave—no termination on the basis of Standing Orders can follow on such absence from duty—held on the facts that there was retrenchment without following the provisions of law. It is pertinent to note that although the first party No. 1 have terminated the services of the second party under the provisions of Rule (1) of Rule (5) of the Central Civil Services (temporary services) Rule 1965 on 23-7-92 when the workman was on duty and after finishing his duty hours) he was handed over the termination letter. These service rules are arbitrary and violative of the principles of natural justice because while issuing the termination order the second party was not even paid one months notice pay or his legal dues. The first party No. 1 has not produced any document before me to show that the balance payment was made to the second party. On going through sub rule 1 of Rule 5 of Central Civil Service (Temporary Services) Rule 1965, the services of temporary government servant, who is not in quasi-permanent service shall be liable to termination at any time by notice in writing by Government servant or by the appointing authority and the period for such notice shall be one month. In this case, the second party workman has deposed that from June 1988 till July 1992 he worked continuously and the day he was terminated he was on duty and the letter of termination was given to him in his hand on 23-7-92 and

there is no reason mentioned in the termination letter. No enquiry was held and no chargesheet was given to him. He also stated that only before the Labour Officer he came to know that he has been terminated because of absence and prior to that he was not informed. Therefore even if the Central Civil service rules for temporary services is taken into consideration. From these statements made in chief examn. which are gone uncontroverted it is very clear that no appropriate notice of one month was given, to the second party. Therefore the whole action is arbitrary and illegal and following the judgements of the Hon'ble S. C. referred above and the other judgements given, I am of the view that the action of the management in terminating the services of the second party is illegal and not proper. Accordingly I answer Issue No. 2.

With regard to the reliefs claimed in this reference the second party has demanded reinstatement with continuity of service and with full backwages. The second party has deposed that while terminating him no retrenchment compensation or legal dues were given to him and after termination he could not get employment anywhere else and for his maintenance he is doing work on daily wages. After this statement has been made in chief examination there is no rebuttal in cross not the first party No. 1 could produce any document to show that the second party was gainfully employed. However, in the present case since the second party has stated that he was doing work on daily wages and litigation has also been protracted for a long time. I could grant 50 per cent of backwages to the second party with consequential benefits and accordingly I pass the following award.

#### AWARD

1. Reference is allowed.
2. The first parties are directed to reinstate the second party on his original post with continuity of service and 50 per cent of backwages with consequential benefits w.e.f. 23-7-92.
3. The first parties to comply with this order within four weeks from today.

SMT. S. V. SUVARNA, Presiding Officer

Pune :

Date : 11-6-2001

नई दिल्ली, 21 नवम्बर, 2001

का.आ. 3354.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार गन एण्ड शेल फैक्ट्री के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कोलकता के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-11-2001 को प्राप्त हुआ था।

[सं.एल-14012/75/2000-आई.आर. (डी.यू.)]  
कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 21st November, 2001

S.O. 3354.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court Kolkata as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Gun and Shell Factory and their workman which was received by the Central Government on 21-11-2001.

[No. L-14012/75/2000-IR(DU)]

KULDIP RAI VERMA, Desk Officer

3630 GI/2001—29.

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 14 of 2001

#### PARTIES :

Employers in relation to the management of the General Manager, Gun and Shell Factory.

#### AND

Their Workmen.

#### PRESENT :

Mr. Justice Bharat Prasad Sharma.—Presiding Officer.

#### APPEARANCES :

On behalf of Management.—None.

On behalf of Workman.—None.

STATE : West Bengal.

INDUSTRY : Gun and Shell.

#### AWARD

By Order No. L-14012/75/2000/IR(DU) dated 23-3-2001 the Central Government in exercise of its powers under section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Gun and Shell Factory, Corripore Calcutta in terminating the services of Sh. Tapan Bagchi w.e.f. 7-2-97 is legal and justified? If not, to what relief the workman is entitled?”

2. When the case is called out today, none appears for either of the parties. It appears from record that from the very beginning non-one is appearing for the workman, nor any step is taken on his behalf for proceeding with the matter, although the management has appeared. Since the workman was not appearing, the management was directed to file written statement, but on earlier occasions they prayed for time to file the same and today the management also does not appear to file its written statement.

3. In the circumstance, it becomes evident that the parties have no interest left to pursue the matter and it requires to be disposed of as a case of no dispute.

4. Accordingly, a “No Dispute” Award is passed and the reference is disposed of.

Dated, Kolkata,

The 12th November, 2001.

B. P. SHARMA, Presiding Officer.

नई दिल्ली, 20 नवम्बर, 2001

का.आ. 3355.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नेशनल एल्युमिनियम क. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट



औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण भुवनेश्वर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-11-2001 को प्राप्त हुआ था।

[सं. एल-29012/55/2000-आई.आर. (एम)]  
बी.एम.डेविड, अवर सचिव

New Delhi, the 20th November, 2001

S.O. 3355.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Govt. Industrial Tribunal-cum-Labour Court, Bhubaneswar (Orissa) as shown in the Annexure, in the industrial dispute between the employers in relation to the National Aluminium Company Ltd. and their workmen, received by the Central Government on 19-11-2001.

[No. L-29012/55/2000-IR(M)]  
B. M. DAVID, Under Secy.

### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

#### PRESENT :

Shri S. K. Dhal, OSJS. (Sr. Branch),  
Presiding Officer, C.G.I.T.-cum-Labour,  
Court, Bhubaneswar.

#### INDUSTRIAL DISPUTE CASE No. 19/2000

Date of concluding of the hearing 15th  
Oct. 2001

Date of Passing Award 1st November, 2001

#### BETWEEN :

The Management of The General Manager,  
National Aluminium Company Limited,  
Smelter Plant, Angul-759145. . . 1st Party-  
Management.

#### AND

Their Workmen, represented through the,  
Working President, NALCO Karmachari,  
Sangh (INTUC), Nalco Nagar,  
Angul-759145. . . 2nd Party-Union.

#### APPEARANCES :

Shri Ashok Kumar Sahu,  
Chief Manager (HRD), Smelter Plant,  
NALCO, Angul. . . For the 1st Party-  
Management.

None. . . For the 2nd Party-Union.

#### AWARD

The Government of India in the Ministry of Labour, in exercise of powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-29012/55/2000/IR(M), dated 11-09-2000 :—

“Whether the action of the Management of NALCO (Smelter) by reducing Festival Holidays from 7 to 6 is justified ? If not, to what relief the Workmen are entitled ?”

2. The 2nd Party-Union has filed the Claim Statement, wherein they have alleged that the 1st Party-Management be directed to follow the guidelines of the Certificate Standing Order and allow the employees to avail 07 days as Festival Holidays.

3. In the Written Statement filed by the 1st Party-Management, it is pleaded that, as per the provision of law, they are obliged to declare 04 National Holidays from the calendar year and as per the amendment of Orissa Industrial Establishment (National & Festival) Holidays Act, 1969, 1st May is to be declared as another National Holiday so accordingly the 1st Party-Management has enhanced the National Holidays from 3 days to 4 days since 1990. The 1st Party-Management denied the festival holidays have been reduced by them.

4. On the above pleadings of the parties, the following Issues have been settled.

1. Whether the action of the Management of NALCO (Smelter) by reducing Festival Holidays from 7 to 6 is justified ?
2. If not, to what relief the Workmen are entitled ?



## FINDINGS

## ISSUE NO. I.

5. The reference was received by this Tribunal 28-9-2000. Issues were settled on 10-8-2001. On that date, direction was given to both the parties to file their documents and to lead evidence if any in support of their case. Thereafter no step has been taken by the 2nd Party-Union. Accordingly, the 2nd Party-Union was set exparte on 10-10-2001. The dispute has been raised at the instance of the 2nd Party-Union, so the onus lies on the 2nd Party-Union to establish that, the 1st Party-Management has followed the guidelines of the Certified Standing Order. When no evidence has been adduced and when the 2nd Party-Union has not come to the Tribunal to submit their case before this Tribunal it can not be said that there has been any violation of the Certified Standing Order by the 1st Party-Management. In absence of any materials this Tribunal is of the opinion that, the action of the 1st Party-Management by reducing Festival Holidays from 7 to 6 is justified. Hence, this Issue is answered in favour of the 1st Party-Management.

## ISSUE NO. II.

6. In view of my above findings given in respect of Issue No. I, the 2nd Party-Union is not entitled for any relief.

7. Reference is answered accordingly.

Dictated and corrected by me.

S. K. DHAL, Presiding Officer

नई दिल्ली, 20 नवम्बर, 2001

का.आ. 3356:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-11-2001 को प्राप्त हुआ था।

[सं. एल-29012/24/92-आई.आर. (एम.)]

बी.एम. डेविड, अवर सचिव

New Delhi, the 20th November, 2001

S.O. 3356.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur

as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of B.I.O.P. and their workman, which was received by the Central Government on 19-11-2001.

[No. L-29012/24/92-IR(M)]

B. M. DAVID, Under Secy.

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR  
COURT, JABALPUR

Case No. CGIT/LC/R/227/92

Presiding Officer : Shri K. M. Rai.

8 workmen,  
through The Secretary,  
Bhartiya Khadan Mazdoor Sangh (BMS),  
PO Kirandul,  
District Bastar. ... Applicant.

Versus

The General Manager,  
B.I.O.P. Deposit No. 14,  
Kirandul, Distt. Bastar. ... Non-applicant.

## AWARD

Passed on this 5th day of November, 2001

1. The Government of India, Ministry of Labour, vide order No. L-29012/24/92-IR(Misc.) dated 19th November, 1992 has referred the following dispute for adjudication by this tribunal—

“Whether the action of the management of BIOP Dep. No. 14 Kirandul in denying departmentalisation of the eight workmen mentioned in the annexure as per the settlement dated 22-4-91 is justified? If not, what relief the workmen are entitled?” and

“Whether the action of the management of BIOP Dep. 14, Kirandul in recovering from the arrears due to the workmen donations/contribution for the two unions as per the decision taken by the committee of both the unions operating in the establishment justified? If not, to what relief the workmen are entitled?”

2. The case for the Union is that the 8 workers namely Budhu, S/o Shri Hima, Shri Lakma S/o Shri Aytoo, Shri Lakma S/o Shri Gunda, Shri Podiya S/o Shri Masa, Shri Chamroo S/o Shri Sukhlal, Smt. Rambati W/o Shri Ramadhar, Shri Agtoo Ram and Shri Dashroo Ram S/o Shri Dower were employed by the contractor M/s. Amrik Singh for the purposes of Fine Ore Wagon Loading and connected works of BIOP, Deposit 14, Kirandul, Distt. Bastar, for the Departmentalisation of fine ore labourers, the management and their supporting Unions i.e. SKMS and MMWU had entered into an agreement to curtail the number of labourers from 847 to 416. In order to get the maximum required strength of workers to 416 for departmentalisation in an easy manner, they forget

to include the name of the said workers who were engaged by the contractor M/s. Amrik Singh. The identity cards were issued to these 8 workers by M/s. Amrik Singh. The management has failed to departmentalise these 8 workers and therefore they are entitled to departmentalisation along with other workers who have already been departmentalised as per settlement dated 22-4-91.

3. The Union further alleges that the memorandum of settlement on wage revision for the workers of National Mineral Development Corporation Ltd. was arrived at on 16th December, 1989 under Section 12(3) of the I.D. Act, 1947 between the management of NMDC Ltd. and their workmen represented by All India National Mineral Development Corporation Workers Federation and the affiliated Unions. As per settlement, the wage revision was effected from 1-1-89 and accordingly some arrear amount was to be paid to the workers by the management. On 5-2-90, the arrear amount was paid to the workers by the management after deducting certain amount varying from Rs. 60-80 from the workers without their consent. In this way the management illegally recovered the Union's fee from the arrear amount paid to them without obtaining their consent. On representation by the workers, the management directed them to approach Union for the said purpose. The management has illegally recovered the Union's fees from the arrears of workers without their consent and therefore they are entitled to get the payment of the deducted amount from the management. No such recovery was made in other projects/units of NMDC Ltd. Taking all these facts and circumstances of the case, 8 workmen are entitled to the departmentalisation as well as to get back the deducted amount of arrear from the management.

4. The case for the management is that for departmentalisation of fine ore workers, the management of NMDC Ltd. and two recognised Unions namely, SKMS and MMWU had entered into a settlement on 22-4-91 and as per settlement the management had implemented all the provisions of the settlement. The present Union is not recognised by the management and therefore they have no locus standi to raise this dispute. The present Union is a minority Union and therefore they cannot raise the present dispute arising out of the settlement entered into with the majority Union namely SAMS and MMWU. This settlement has been arrived at by the said two recognised unions and the management and therefore this settlement is binding on all the workmen. All the workers covered by the settlement have been extended the benefit of the settlement. The names of the 8 workers, as mentioned in this case were not included in the list as per the settlement, and therefore the question of their departmentalisation did not arise. The recognised Unions had not given the names of these 8 workers for departmentalisation at the time of settlement on 22-4-91. Initially the minority Union gave the names of six workers and subsequently the number of workers were raised to 8 persons for departmentalisation. According to the records of the management, these 8 workers had never worked with the contractor M/s. Amrik Singh. The list of the workers attached with the settlement was verified by the said two recognised Unions who had entered into the agreement with the

management on 22-4-91. In view of this fact, these 8 workers are not entitled for departmentalisation as claimed by them.

8. The management further alleges that the memorandum of settlement under Section 12(3) of the I.D. Act, 1947 was signed by the management of NMDC Ltd. and All India National Mineral Development Corporation Workers Federation and its affiliated Unions on 16-12-89. This settlement covered the revision of wages and other allied matters of the workers of the corporation. The SKMS (AITUC) and the Metal Mine Workers Union (INTUC) functioning in the Deposit-14 project of NMDC which are constituent Unions of All India NMDC Workers Federation and which are the sole bargaining agents of the workers of the corporation, were parties to the settlement of wage revision arrived at on 16-12-89. On the basis of this settlement, the arrears of wages were paid to the eligible workers on 5-2-90. The said two unions, which were signatories to the bipartite settlement, intimated the management vide their joint letter dated 30-1-90 that they had decided to collect Unions donation fee out of the arrears amount payable to the workers at the rate specified in the said letter. The management accepted their request and deducted the donation of the Union from the arrears payable to the workers subject to the following conditions :

1. Authorisation to deduct the sum from the individuals will be obtained by the unions as per the proforma given to them and submit the same to the management for record.
2. The sum deducted from the individuals will be refunded in respect of whom the union could not obtain such authorisation and the balance amount only divided and remitted to both the unions.
3. A notification may be issued by the unions jointly for the information of the workmen that recoveries towards donation for the affiliated unions are being deducted by the management from the workmen out of arrears payable to them.
6. It is further alleged by the management that the amount deducted from the arrears of the workers was paid to the Union as per their request. In view of this fact, the management is not liable to pay the deducted amount to the workers as claimed by the present minority Union. Taking all these facts into consideration the Union is not entitled to get any relief as claimed in this case.
7. The following issues arise for decision in this case and my findings thereon are noted hereinafter :—
1. Whether the 8 workmen namely Shri Budhu S/o Shri Hima, Shri Lakma S/o Ayttoo, Shri Lakma S/o Shri Gunda, Shri Podiya Masa. Shri Chamroo S/o Shri Sukloo, Smt. Rambati W/o Shri Ramadhar, Shri Ayttoo Ram, Shri Dashroo Ram, S/o Shri Dower are entitled to departmentalisation as claimed by the Union.

2. Whether the management illegally recovered the donation of the Union from the arrears of the workers of the BIOP Deposit-14, Kirandul as per the joint request of two unions SKMS and MMWU.

3. Relief and costs ?

8. Issue No. 1 :

In respect to the departmentalisation of fine ore workers, the management of NMDC Ltd. and the two recognised representative Unions namely SKMS and MMWU, affiliated to All India NMDC workers Federation, entered into a settlement on 22-4-91 and the management implemented all the provisions of the settlement. The said Unions submitted the list of workers to be departmentalised as per the said settlement. All the workers mentioned in the list and submitted by the said two Unions were departmentalised. The Unions did not submit the name of 8 workmen who have raised this dispute for departmentalisation as per settlement dated 22-4-91. These 8 workers were never found to have worked with the contractor M/s. Amrik Singh and therefore their name was never included in the list of workers for departmentalisation. At the same time the present Union is a minority Union as contemplated by the management. The settlement arrived at between the management and the two representative Union is binding on all the workers. The management has implemented the entire provisions of the settlement and had departmentalised the workers whose list was submitted for the same. The names of these 8 workers were never included in that list as they had not worked with the contractor. In view of all these facts, these 8 workmen are not entitled to departmentalisation. The management had departmentalised the workers who were entitled as per settlement dated 22-4-91. It is therefore held that the present 8 workers are not entitled to the relief of departmentalisation as claimed by them. Issue No. 1 is answered accordingly.

9. Issue No. 2:

The memorandum of settlement under Section 12(3) of the I.D. Act, 1947 was signed by the management of NMDC and All India NMDC Workers Federation and its affiliated Unions namely SKMS and MMWU on 16-12-89 for the revision of the wages of the workers. As per this settlement the two recognised Unions SKMS and MMWU intimated the management vide their joint letter dated 30-1-90 for collecting the donation from the workers out of the arrears payable to them at the rate mentioned in the letter. The request of these two representative Unions was accepted and the Union's donation was deducted from the arrears of workman on the date of payment. After deducting the amount of donation from the arrears, it was paid to the said Unions as per their letter of request. These Unions were recognised by the management as well as they were the signatories of the settlement dated 16-12-89. The amount of donation was paid to them after deducting them from the arrears of workers. No illegality has been committed by the management. At the same time, the present Union has no locus-standi to raise this dispute as they are not the representative Union of the workers. In view of this fact, it is held

that the management was justified in deducting the Union's donation from the arrears of workers payable to them. The management paid this amount to the representative Unions after deducting the same as per their request. No illegality has been committed in this respect. This issue is answered accordingly.

10. Issue No. 3 :

On the reasons stated above, it is held that the 8 workers namely Budhu S/o Hima, Shri Lakma S/o Aytoo, Shri Lakma S/o Gunda, Shri Podiya Masa, Shri Chamroo S/o Shri Sukloo, Smt. Rambati W/o Shri Ramadhar, Shri Agtoo Ram and Shri Dashroo Ram S/o Dowar are not entitled to departmentalisation as claimed by them. At the same time the deduction of donation/contribution amount of recognised Unions—SKMS and MMWU from the arrears of workers by the management is perfectly legal and does not require any interference. The workmen are not entitled to any relief in the present case. The reference is accordingly answered in favour of the management and against the workmen.

11. Copy of the award be sent to the Government of India, Ministry of Labour as per rules.

K. M. RAI, Presiding Officer

नई दिल्ली, 20 नवम्बर, 2001

का.आ. 3357:— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसूर मिनेरल्स लि. के प्रबंधन के संबंध नियोक्तों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बैंगलोर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-11-2001 को प्राप्त हुआ था ।

[सं. एल-29012/34/93-आई.आर. (एम. )]  
बी.एम. डेविड, अवसर सचिव

New Delhi, the 20th November, 2001

S.O. 3357.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management Mysore Minerals Ltd. and their workman, which was received by the Central Government on 20-11-2001.

[No. L-29012/34/93-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT  
"SHRAM SADAN"

III MAIN, III CROSS, II PHASE, TUMKUR  
ROAD, YESHWANTHPUR, BANGALORE

Dated : 31st October, 2001

**PRESENT :**

Hon'ble Shri V. N. Kulkarni, B.Com., LLB.,  
Presiding Officer.

**CGIT-CUM-LABOUR COURT,****BANGALORE****COMMON AWARD****CR No. 45/94****I Party**

Shri I. S. Yellappa Goudar, The Senior Executive  
Officer.  
S/o Sri Sanganagoudar, Mysore Minerals Ltd.,  
Konnur P.O., Nargund Taluk, No. 29, K.H.B.  
Colony,  
Dharwad District, Visveswaranagar,  
Hubli-580032.

**II Party**

The Central Government by exercising the powers  
conferred by clause (d) of sub-section 2A of the Sec-  
tion 10 of the Industrial Disputes Act, 1947 has  
referred this dispute vide order No. L-29012/34/93-IR  
(Misc.) dated 2nd May, 1994 for adjudication on the  
following schedule :

**SCHEDULE**

"Whether the management of Mysore Minerals  
Limited is justified in terminating the ser-  
vices of Shri I. S. Yellappa Goudar with  
effect from 1-6-1990? If not, to what relief  
the workman is entitled?"

**C.R. No. 4/97****I Party**

Shri R. Suresh, The Senior Executive Officer,  
No. 190, Shanky Road, Mysore Minerals Ltd.,  
Sadashiva Nagar, No. 29, K.G.B. Colony,  
Bangalore-560003 Visveswaranagar,  
Hubli-580032.

**II Party**

The Central Government by exercising the powers  
conferred by clause (d) of sub-section 2A of the Sec-  
tion 10 of the Industrial Disputes Act, 1947 has  
referred this dispute vide order No. L-29012/79/93-  
IR (Misc.) dated 13th December, 1994 for adjudica-  
tion on the following schedule :

**SCHEDULE**

"Whether the management of Mysore Minerals  
Limited is justified in terminating the ser-  
vices of Sri R. Suresh with effect from  
1-6-90? If not, to what relief the workman  
is entitled?"

**C.R. No. 68/93****I Party**

Shri T. M. Jaishankar, The Vigilance and Chief  
No. 28, Adhyapah Nagar, Administrative Officer,  
Hubli-580032 Mysore Minerals Limited,  
39, Mahatma Gandhi Road,  
Bangalore-560001.

**II Party**

The Central Government by exercising the powers  
conferred by clause (d) of sub-section 2A of the

Section 10 of the Industrial Disputes Act, 1947 has  
referred this dispute vide order No. L-29012/4/93-IR  
(Misc.) dated 7th December, 1993 for adjudication  
on the following schedule :

**SCHEDULE**

"Whether the management of Mysore Minerals  
Limited is justified in terminating the ser-  
vices of Shri T. M. Jaishankar with effect  
from 18-5-1990? If not, to what relief the  
workman is entitled?"

2. These three cases are clubbed together as per  
the request of the parties. It was submitted that the  
dispute in these three cases is one and the same.  
Common evidence was recorded. I have heard the  
arguments of learned counsels and the first party in  
person. Award is passed in CR. No. 45/94 with a  
direction to keep a copy of the award in CR No. 4/97  
and in CR No. 68/93.

3. Three workmen were working with the manage-  
ment. They were terminated and therefore industrial  
dispute is raised.

4. Parties appeared and filed Claim Statement and  
Counter respectively.

5. Case of the first party workmen in these three  
cases is almost one and the same.

6. The case of the first party workman in CR No.  
45/94 is as follows :

7. It is the case of the workman that he was  
appointed as Supervisor by an order bearing No.  
MML/HBL/TE/88-89/250 dated 22nd September,  
1988 on daily rated wages (consolidated wages) at the  
rate of Rs. 19/- per day. First party was working  
honestly and sincerely. He worked continuously for  
more than 240 days in a calendar year.

8. It is the further case of the first party that he  
was terminated from service illegally in June 1990.  
The termination order is bad in the eye of law. Pro-  
visions of industrial dispute act were not complied  
with before termination. The first party is a work-  
man. The termination amounts to retrenchment.  
First party workman has prayed to pass award in his  
favour.

9. The case of first party in CR No. 68/93 is as  
under :

10. The case of this workman is also similar and  
he says that he was appointed as Clerk by order dated  
22-7-1988 on daily rated wages of Rs. 19 per day.  
He has worked continuously for more than 240 days  
in a calendar year. Other allegations are similar.  
First party workman has prayed to pass award in  
his favour.

11. In CR No. 4/97, again the case of the first  
party is similar. The Claimant was appointed as a  
Supervisor by head office letter No. J/PER/PE/1987-  
28 dated 14-12-1987 as per the direction of the  
management that the first party was reported for duty  
as per the letter dated 18th December 1987 on daily  
rated wages of Rs. 19/- per day.

12. His further case is that he has worked conti-  
nuously for more than 240 days in a Calendar year

and his termination is illegal. All other allegations are similar. First party has prayed to pass award in his favour.

13. The case of the second party in brief is as under :

14. The main contention of the Second party in CR. No. 45/95 is that the first party was appointed as a Supervisor on temporary and daily wages basis by one Shri M. Mahadevappa, the Sr. Executive Officer at Hubli.

15. It is the further case of the management that the said Mahadevappa had neither the power nor the right to make any appointments. Therefore the appointment is illegal.

16. In CR. No. 68/93 the case of the management is almost similar. It is said in this case that the first party had filed a Writ Petition challenging his Termination Order. The High Court of Karnataka was pleased to reject the petition of the first party at the stage of preliminary hearings and again Writ Petition was filed and the same is pending before the High Court of Karnataka and therefore there is no merit in this reference. Principles of Resjudicata are applicable.

17. Other allegations are similar contenting that the appointments made by Mahadevappa are not correct. Mahadevappa had no right to appoint the first party.

18. In CR. No. 4/97 the case of the management is almost the same.

19. The main contention of the management again is that the appointment was made without following the normal recruitment procedures and the appointment made by Mahadevappa is not correct.

20. The second contention is that the first party has not worked for more than 240 days in a calendar year. It is also said that the provisions of Industrial Dispute Act are not applicable. Management for these reasons has prayed to reject the reference.

21. It is seen from the records that management examined one Mr. M. Narayana, MW1 in CR No. 68/93 and his evidence is that the father of the workman in CR No. 68/93 was working as Unit Officer at Hubli under the second party and the first party was appointed as a clerk under casual and daily wages.

22. It is also said that the competent authority to make appointment is the Managing Director and therefore, the appointment made by Mahadevappa is not correct. During 1990 it was revealed that the appointments are illegal.

23. It is stated by MW1 in his cross examination that workman in this case and two others were appointed together. It is also stated by him that it is true that after the appointment they were terminated and the workmen were continuously working with the management. No charge sheet and notice was given.

24. Against this workman got examined himself and he has stated that he was appointed on daily

wages. No notice or charge sheet was given. He does not know anything about the explanation called by the department from his father.

25. Eswara Gowda also got examined as WW1 in CR. No. 45/94. One Mr. Somanna was examined as MW1 in CR. No. 45/94. He admits in his cross examination that no notice or charge sheet was given to these workmen. He also said that bonus was given to the first party.

26. In CR. No. 4/97 workman got examined himself and has stated that he was working on daily wages. His employment was extended and he has filed a number of documents to prove the same. Provident Fund was also deducted from his salary. He is cross examined but nothing is found from his cross examination to say that he is giving false evidence. On the other hand the management continued his services, MW1, Shri M. Narayana is examined in this case. He says that appointment of uresh was temporary. He also said that Mahadevappa had no authority to appoint these persons. He speaks about the notice and explanation of Mahadevappa.

27. I have heard the arguments of the learned counsels appearing for the parties. I have read the citations given by the parties.

28. It is in evidence that these 3 workmen have worked continuously for more than 240 days with the management. It is in evidence that the workmen have worked continuously for 22 months.

29. It is also clear from the records that Writ Petition was filed by the Workmen and the copy of the order of the High Court of Karnataka is also filed.

30. It is also clear from the records that no show cause notice or charge sheet was issued before terminating these workmen. It is also clear from the records that no compensation was paid to them.

31. The only contention of the management is that the appointment made by Mr. Mahadevappa is illegal and he had no authority to appoint these workmen. Management have filed certain documents. One such document is the warning letter given to Mahadevappa and no action was taken against Mahadevappa.

32. One thing is clear that as per the appointment order filed by the workmen, Mahadevappa appointed these workmen and in the appointment order there is a reference regarding order No. PER/19/M/10/90-91/1347 dated 18th May, 1990. That record is not forth coming in this case. The management went on saying that Shri Mahadevappa has no right to appoint these workmen, but the order of higher authority is not filed.

33. Fact remains that these workmen have worked continuously for 22 months with the management, and when they are terminated no charge sheet was given and there is no compliance of the provisions of Industrial dispute act.

34. I have read the order in the Writ Petition No. 11557 to 59/90. The High Court of Karnataka rejected the Petition and said that in respect of very workers, the Hon'ble Supreme Court has rendered a

decision which is reported in the Dharward District PWD Literate Daily Wages Employees Association and Others etc., Vs State of Karnataka and others etc. In this decision, the Hon'ble Supreme Court of India has given direction for absorption of the workmen.

35. I have read the decision relied by the learned counsel for the management reported in 1996(7) Supreme Court cases 481 and 1996(9) Supreme Court Cases 619.

36. The facts of the case on hand are quite different from the facts of the decision reported in 1996(9) Supreme Court Cases 619. In 1996(7) Supreme Court Cases 481 the Hon'ble Supreme Court of India has held that the direction of the Administrative Tribunal to regularize the workmen is left undisturbed. But the same should not be treated as precedent.

37. In the instant case it is in evidence that the workmen have worked for more than 22 months with the management. The only contention of the management that the appointment made by Mahadevappa is illegal but that is not sufficient to prove the case of the management.

38. Against this the learned counsel appearing for the first party workmen has relied two decisions reported in the Supreme Court of India in CA No. 5933/1994 dated 21-1-1998 and CA No. 2161/1987 dated January 11, 1996.

39. I have read the above decisions carefully. I have given my best consideration to the evidence and the documents before me and I am of the opinion that the management is not justified in terminating abruptly these workmen from the work on the ground that the appointment made by Mahadevappa is illegal.

40. In view of the direction of the Hon'ble Supreme Court of India Order in Writ Petition No. 11557 to 59/90, the management has to regularize these workmen as per rules because they have worked for more than 22 months and there is no compliance of the provision of Industrial Act. Accordingly I proceed to pass the following Order :

#### ORDER

C.R. Nos. 45/94, 68/93 and 4/97 is partly allowed and the management is directed to regularize these workmen as per direction of the Hon'ble Supreme Court Order in RP No. 11557 to 59/90. In the given circumstances no back wages are allowed. Accordingly these three cases are disposed of.

(Dictated to PA transcribed by her corrected and signed by me on 31st October, 2001).

V. N. KULKARNI, Presiding Officer

नई दिल्ली, 22 नवम्बर, 2001

का.आ. 3358.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार विशाखापट्टनम स्टील प्लांट के प्रबंधन के संबंध में निम्नलिखित आदेशों के बीच, अनुबंध में निर्दिष्ट

औद्योगिक विवाद में श्रम न्यायालय हैदराबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-11-2001 को प्राप्त हुआ था।

[सं. एल-29012/36/1999-आई.आर. (एम.)]

बी.एम. डेविड, अवर सचिव

New Delhi, the 22nd November, 2001

S.O. 3358.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (144 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Visakhapatnam Steel Plant and their workman, which was received by the Central Government on 19-11-2001.

[No. L-29012/36/99-IR(M)]

B. M. DAVID, Under Secy.

#### ANNEXURE

#### BEFORE THE INDUSTRIAL TRIBUNAL-I AT HYDERABAD

#### PRESENT :

Sri Syed Abdullah, B.Sc., B.L., Industrial Tribunal-I.

Dated : 19th day of September, 2001  
Industrial Dispute No. 52 of 1999

#### BETWEEN

The General Secretary,  
Rashtriya Ispat Mines Employees Union,  
Madharam, Khammam.

... Petitioner

#### AND

1. The General Manager,  
Visakhapatnam Steel Plant, Visakhapatnam.
2. Visakhapatnam Steel Plant,  
Madharam Dolomite Mines,  
Madharam, Yellandu (M) Khammam.

... Respondents

#### APPEARANCES :

Sri J. Siddiah, Advocate—For the Petitioner.

Sri V. Ravinder Rao, Advocate—For the Respondents.

#### AWARD

The Government of India, Ministry of Labour by its letter No. L-29012/36/99-IR-(M), dated 6-8-99 in exercise of powers conferred by Clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 referred this dispute to this Tribunal for adjudication between the Workmen and the Management on the issue mentioned in the schedule noted below :

“Whether the action of the management of Visakhapatnam Steel Plant in terminating the services of 37 Security Guards who have

put in service for more than 10 years is justified? If not, to what relief they are entitled?"

After the appearance of the parties, they filed separate pleadings.

2. Briefly stated the facts mentioned in the claim statement filed by the Petitioner Union are as under :

Sri Ganaparapu Sheshagiri Rao and 36 others have worked as Security Guards at Dolomite Mines, Madharam, Khammam. The Supervisory staff of the Respondent used to supervise the work of a Security Guard and they used to disburse the salaries to them. The Security Guards joined in the service in the year between 1986-87 initially they were paid at Rs. 300 fixed salary per month. From time to time salary was increased to Rs. 1,040. All these Security Guards worked continuously without any break for more than one decade. They made representation to the Respondent to regularise their services since they have completed 10 years of continuous service. In order to defeat their rights and to avoid regularisation, the Management had taken a stand that they were appointed through Contractor which is not correct. The operation work of the Dolomite Mines work upto 120 years as such there is necessity to have Security Staff to guard the area. While so, the Respondent without issuing any notice muchless without following the procedure had terminated the services orally w.e.f. 31-12-1997. On 1-1-1998 all the Security Guards went to their work as usual but they were not permitted to perform duties. The Security Guards had to make a dharna for the unjust action of the Respondent. The Management with the help of police, got them arrested. The Management had not given them any notice or any compensation before terminating them. As such it is opposed to the provisions of the I.D. Act. The Security Guards gave a representation to Assistant Labour Commissioner, Vijayawada. Conciliation meeting was held before him on 15-7-98 but the same had failed. The Government referred the matter for adjudication and in turn a reference was sent. Hence prayed to set aside the termination and to order reinstatement of the petitioners with continuity of service, back wages.

3. The 1st Respondent filed its counter in which it is briefly stated as under :

The reference is beyond the scope of ambit of the I.D. Act. That Ispat Mines Employees Union is a Union affiliated to AITUC and having membership of regular employees. The Security Guards are not at all the members of the said union and Union cannot represent them. The services of 37 Security Guards were engaged through Om Sai Private Detective Security Services on contract basis and the Managements never employed them as alleged. The Respondent Company is a public sector undertaking fully owned by the Government of India. So there is a separate procedure for recruitment of employees. The Respondent Company has Mines at Madharam village, Khammam District and to safe guard the mines property at that place, the Respondent engaged the services of Om Sai Private Detective Security Services Agency from 1-1-1995 to 31-12-1997. On the expiry of the contract, the Agency directed the Security Guards to report to their

office. They absconded from duty. The Respondent had taken the Mines on lease from the Government of Andhra Pradesh which is valid upto July, 2000 and thereafter the lease is to be renewed. The police are also guarding magazines at Madharam. The first Respondent is contemplating to induct Central Industrial Security Force at the Mines. In this regard, Notification was issued by the Ministry of Defence informing not to engage services of private agency. It is not correct to state that the Security Guards were engaged by the Respondent and that their salaries were paid by them. The Security guards indulged in the act of vandalism during 30-12-1997 to 2-3-1998. With the help of Police was sought to restore the law and order situation. Hence prayed to dismiss the claim as not maintainable. Respondent No. 2 adopted the same counter.

4. The point for adjudication is whether the 37 Security Guards are entitled to the relief as claimed for.

5. On behalf of the Petitioner-Union W.W.1 was examined and no documents were marked on their side. The first Respondent examined M.W1 & M.W2 and through them Exs. M1 to M21 got marked.

6. On behalf of the Petitioner-Union, the 10th Petitioner was examined himself as WW1 and he has not filed any documents during his evidence. He deposed that one A. Krishna Rao was the Personnel Officer used to supervise the work of Security Guards at Madharam Dolomite Mines. He along with other Security Guards worked from 1986 to 1997. He was getting Rs. 1,040.00 by the date of termination. While so, the Management without giving any notice, removed from service. The union gave a representation to A.C.L., Regional Office, Vijayawada for conciliation of the dispute. He further deposed that the Security Guards never appointed through any agency. The termination is illegal and so they are seeking for reinstatement into service under the provisions of the I.D. Act.

7. The Respondents witness M.W1 who is a Personnel Manager has reiterated the stand taken by the Respondent. M.W2 is the Contractor and he deposed that he is the Managing Director, Om Sai PDSS Private Limited, Vijayawada and his business is to supply security skilled staff to the industrial establishments. As per the procedure, first of all he recruits security men, train them and deploy to the establishments. Wherever their services are required he deposes them as skilled security personnel to industrial establishments by means of an agreement. The establishment will pay salaries to the security staff who were deputed to other establishments as security men. As per Ex. M7 agreement dated 1-3-1995 entered by him with the Respondent, he agreed to supply security staff for security purpose at Madharam Dolomite Mine near Yallandra. Ex. M7 agreement was extended after expiry of two years for further period of six months covered under Ex. M8. Again a fresh agreement, Ex. M9, was obtained from 1-7-1997 to 30-9-1997. Again under Ex. M10 the contract was extended for two more months from 1-10-1997 to 31-12-1997. Thereafter, after expiry of the contract, the security members were withdrawn from guarding the Dolomite Mine. He informed the security men to return



back and report to his office at Khammam or Vijayawada right from 1-9-1995 to 31-12-1997. He himself paid Provident Fund contribution to all the security personnel who were posted at Madharam Dolomite and Ex. M12 is the letter addressed to the Provident Fund Commissioner, Guntur sending through challan having Code A.P.16587/AGVIII-4, Ex. M13 is the statement showing the payment of subscription of the security men, Ex. M14 to M18 are the challans of payment of P.F. contributions, Ex. M19 is the contract labour regulation certificate obtained by him, Licence issued by the Labour Commissioner (C) Vijayawada, Ex. M20 is the Registration Certificate of the establishment, Exs. M21 is the renewal of the licence. The security persons used to be paid salary by deputing the Manager to the workshop.

8. The crux of the dispute is whether these 37 petitioners herein who worked as Security Guards in the respondent company through a contractor for more than 10 years and their discontinuation from service amounts to retrenchment under law and whether they are to be reinstated as claimed. The management's stand is that the petitioners are neither appointed by the company nor they were terminated as alleged, and since their services were engaged through an Agency under contract with specific terms and conditions they are not entitled for the relief prayed for.

9. Before considering whether discontinuance of the petitioners services as security guards by the management, it is necessary to consider the relationship of employer and employee with reference to the definition of Section 2(s) of I.D. Act.

10. On behalf of the petitioner union except the oral evidence of WW1 no other documentary evidence worth enough was let in to prove that the petitioners covered by the reference were either appointed by the respondent company or they worked directly under the control during the relevant period. In the cross examination, WW1 has categorically admitted that no appointment order was given by the respondent appointing them as Security Guards for attending to the security work at the Dolomite Mines, so also no P.F. deduction was made by the respondent from the salaries for all these years.

11. To falsify the petitioners version about their direct employment by the respondent company as alleged by WW1, the management had let in oral evidence of MW1 and MW2 who are Personnel Manager and the managing director respectively who spoke out that a private security service by means of Ex. M3 to M4, M6, M7 agreements the petitioners were engaged as Security Guards through contractor with specific terms and conditions and the agreements were extended from time to time. The remuneration payable to security guards was paid to the contractor (MW2) who in turn used to disburse it at his convenience and that as an employer (MW2) he himself was deducting P.F. contribution from the salaries of them and remit the same to the P.F. authority covered by Exs. M12 to M18 documentary proof and that the contractor (MW2) since had licence from the competent authority to supply labour under the contract labour (Regulations and Abolition Act 1970) as is evident from Exs. M19 to M21, they are not attracted by Section 2(s) of I.D. Act, which means any per-

son employed in any industry to do any Manual, Skilled, Technical, Operational, Clerical or Supervisory work for hire or reward, whether the terms of employment be express or implied and for the purpose of any proceeding under this act in relation to an industrial dispute includes any such person who has been dismissed, discharged or retrenched or it was harped that to attract Section 2(s) the workman must be a workman and there was discharge, dismissal or retrenchment by the employer. As none of the requirements of the section would apply to the Petitioner, it is contended that Section 25(B) of the Act has no application at all.

12. On consideration of the oral evidence of MW's 1 and 2 coupled with the documents Ex. M3 to M21, it is abundantly clear that there was no relationship of employer and employee existed at any time between the petitioner's and the respondent company. MW2 who is the employer of a private security services has categorically stated that he obtained licence under the contract labour (Regulations and Abolitions) Act, 1970 had deputed the petitioners to work in respondents mines as security guard and he entered into an agreement with the respondent extending it from time to time. The respondent's counsel submit that the management have neither issued any order of appointment to the petitioners nor discharged muchless dismissed them from service to attract Section 25(B) of I.D. Act R/W 2(oo) as alleged. The evidence of MW2 makes it clear that he had employed the petitioners as security guards, as such they can not seek for the relief against the respondent.

13. The learned counsel for the petitioner's has pointed out that there is a collusion between the respondent and MW2 as setting up a contractor to defeat the rights of the petitioners who had worked for a period of 10 years as security guards of respondents mines. It is pointed out that a petition U/o 13 Rule 8 R/W Section 11(1) of I.D. Act, was filed to direct the respondent to produce the relevant record such as attendance, wages registers and other records for the disputed period so as to establish that ever since they have joined they are attending duties of Security Guards and they were treated as the workman of the respondent company. Though the records are in the custody, they were not produced so an adverse inference has to be drawn giving a finding in their favour.

14. The respondents have filed a counter stating that no records have been maintained in respect of these petitioners to produce the same. The agreements and the renewal of agreements given to MW2 for engaging the security guards on contract basis itself is a sufficient proof to establish that there was no necessity to maintain any records by the respondents and that the contractor (MW2) himself was the employer and he was taking all steps for the welfare of the Security Guards.

15. The petition was closed with an observation, to consider it at the time of hearing the merits of the case.

16. When no attendance or Wage registers were maintained in respect of the security guards, it is improbable to ask the respondent to produce the



records. When the record is not in existence, there is no necessity to consider the petition. The learned counsel for the respondent has placed reliance upon a decision reported in Ramsarup and Others vs. Labour Court, Patiala and Others (1996) (73) Factories and Labour Reports Punjab and Haryana page 1139 in which the legal principle is that :

Industrial Disputes Act, 1947

"Section 2(s)-Workman-Employed through contractor and relationship of master and servant does not exist between employer and workman as per management. But wages of employees is paid by management to contractor and names of employees are mentioned therein payment slips also signed by management-Workman thus were employees of the contractor—Not entitled to any relief against management."

In another decision reported in Ashok Leyland Limited vs. Government of Tamil Nadu 1991 Labour Law Journal Madras Page 1128, the legal principle laid down is :

"Industrial Disputes Act, 1947-Secs. 2(s) and 10(1)-Contract Labour (Regulation and Abolition) Act, 1970 Secs. 10 and 21-Reference of dispute of security guards under the contractor for same wages on par with the regular security guards of the company Reference is not competent."

the respondents counsel submit that both on question of fact and law it is evident that the petitioners were engaged through a contractor and as contract labour there was no relationship of employer and employee so as to attribute that their removal from the service of Security Guards would amounts to wrongful retrenchment.

17. There is an overwhelming evidence on record to show that the petitioners were engaged through a licenced contractor who obtained a licence Ex. M19 under Contract Labour Regulation Act, 1970 and when the said Act was in vogue permitting to engage contract labour temporarily, it cannot be claimed that there was an employer and employee relationship falling within the definition of Section 2(s) of the I.D. Act. Section 21 (Contract Labour Regulation Act 1970) is very much clear that a licenced contractor who had engaged the labour in any other establishments by means of an agreement had a responsibility to pay wages of the contract labour. The principles laid down in the decisions cited supra holds good to the facts of the case. The Apex Court in a decision in workmen FCI Vs. M/s. F.C.I. reported in 1985 II LLJ (SC) page 4 took the same view of the matter.

18. Thus on an over all consideration of the factual and legal aspects it is reasonable to conclude that the respondents have neither engaged the petitioners as workmen in the Madharam Dolomite Mines, nor that their discontinuation as Security Guards at the mines w.e.f. 31-12-97 would amounts to discharge, dismissal or retrenchment as alleged for granting the reliefs prayed for.

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19. In the result an award is passed holding that a non-continuation of petitioners at the mines as Security Guards is proper and justified, irrespective of the fact that they had put in 10 years of service as contract labour. In the circumstances of the case there is no order as to costs.

Dictated to the Shorthand Writer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal on this the 19th day of September, 2001.

SYED ABDULLAH, Industrial Tribunal-I

#### APPENDIX OF EVIDENCE

Witness Examined for Petitioner :	Witnesses Examined for Respondent :
WW1 : B. Hari.	MW1 : Vijayakumar Sule
	MW2 : P. Kanaka Rao

Documents marked for the Petitioner:

NIL

Documents marked for the Respondent:

Ex. M1 : Authorisation given to MW1.

Ex. M2 : Authorisation given to MW1.

Ex. M3 : 7-3-87—Agreement extend with the G. D. Agency for a period of one year.

Ex. M4 : 1-10-89—Agreement extend with the Management SDSS Agency.

Ex. M5 : Extension letter issued to SDSS for a period of one year.

Ex. M6 : 20-11-93—Agreement with SDSS Agency with the post for Security.

Ex. M7 : 1-3-95—Agreement with PDSS Agency for Security of the Respondent for two year.

Ex. M8 : Extension of Security Contract for a period of six months issued M/s. Om Sai Professional Detective & Security Services (P) Limited.

Ex. M9 : Extension of Security Contract for a period of three months issued M/s. Om Sai Professional Detective & Security Services (P) Limited.

Ex. M10 : —Do—

Ex. M11 : Letter from Om Sai Professional Detective Services addressed to its branch office Madaram for withdrawn of security in view of expiry contract.

Ex. M12 : 14-9-95—Letter from Om Sai PDSS, addressed to Commissioner P.F. Guntur regarding remittance of July, 1995 contributions.

Ex. M13 : Statement of PDSS of Vilavawada showing the monthly statement of July 1995.

Ex. M14 : Challan along with statements in token of payment of P.F. by PDSS(5).

Ex. M15 : 26-6-95—Letter from PDSS addressed to Commissioner P.F. Guntur for the challans submissions from 8th May, 1995 along with the statement (5).

Ex. M16 : 30-5-95—Letter from PDSS addressed to Commissioner P.F. Guntur for the challan submission for the month of March 1995(5) April 1995.

Ex. M17 : 22-11-95—Letter addressed by PDSS to P.F. Commissioner, Guntur about the remittance of P.F. for the month of August (5).

Ex. M18 : 18-10-96—Letter addressed by PDSS to P.F. Commissioner, Guntur about for the submission returns for the year 1995-1996 along with statement.

Ex. M19 : 27-1-95—Licence, issued to PDSS by the Commissioner of Labour, for security arrangements at Dolomite Mines at Madaram along with Annexure.

Ex. M20 : Registration certificate of establishment of Om Sai PDSS by ALO IV circle Vijayawada to P. Kanaka Rao, Vijayawada.

Ex. M21 : 27-1-95—Renewal of Licence issuing to P. Kanaka Rao by ACL Vijayawada.

नई दिल्ली, 22 नवम्बर, 2001

का.आ. 3359:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैतारिनी आइरन माइन्स के प्रबंधकों के संबंध नियो-जकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण भूवनेश्वर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-11-2001 की प्राप्त हुआ था।

[सं.एल-26012/28/1997-आई.आर. (एम.) ]

बी.एम. डेविड, अवसर सचिव

New Delhi, the 22nd November, 2001

S.O. 3359.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management Baitarini Iron Mines and their workman, which was received by the Central Government on 19-11-2001.

[No. L-26012/28/1997-IR(M)]

B. M. DAVID, Under Secy.

## ANNEXURE

### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

#### PRESENT :

Shri S. K. Dhal, OSJS, (Sr. Branch)  
Presiding Officer, C.G.I.T.-cum-Labour Court, Bhubaneswar.

Tr. Industrial Dispute Case No. 141/2001

Date of concluding of the hearing 4th October, 2001

Date of Passing Award 29th October, 2001

#### BETWEEN :

The Management of The Agent,  
Baitarini Iron Mines of Dr. Sarojini  
Pradhan, P.O. Barbil,  
Distt. Keonjhar.

1st Party Management.

#### AND

Their Workman, Shri Sukra Naik,  
S/o Buchu Naik, Vill. 2nd Dhanur-  
joypur, P.O. Balabhadrapur,  
Distt. Keonjhar.

2nd Party-Workman.

#### APPEARANCES :

None.—For the 1st Party-Management.

None.—For the 2nd Party-Workman.

#### AWARD

The Government of India in the Ministry of Labour, in exercise of powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-26012/28/1997-IR (Misc.) dated 21-10-1997.

"Whether the termination of services of Shri Sukra Naik, with effect from 20-5-1996 without giving any notice or following laid down procedure by the Management of Baitarini Iron Mines of Dr. Sarojini Pradhan, P.O. Barbil, Distt. Keonjhar, is justified and proper? If not, what relief the workman is entitled to?"

2. The case of the Claimant (hereinafter called as the 2nd Party-Workman) may be stated in brief.

The 2nd Party-Workman, joined under the 1st Party-Management in the month of July, 1994. On 20-5-1996 the 1st Party-Management created disturbance at the worksite for which the matter was reported to Joda Police Station. The 1st Party-Management requested the Police not to take any step and assured for amicable settlement. Thereafter no enquiry was made by the 1st Party-Management and the 2nd Party-Workman was refused to join on duty. So he raised a dispute and after failure of the reconciliation this present reference has been made.

3. The 1st Party-Management has filed their Written Statement denying all the allegations. They have challenged the reference on the ground that

there is no recognized Union to represent the Hind Party-Workman and so no Industrial Dispute arises. The case of the 1st Party-Management is that, the engagement of the 2nd Party-Workman was purely casual and temporary. It is stated that before the reconciliation proceeding, the claimant did not appear. Their positive case is that, the claimant, Shri Sukra Naik was a casual and intermittent worker engaged on piece rate basis.

4. On the pleadings of the above parties the following issues, have been settled.

1. Whether the termination of services of Shri Sukra Naik with effect from 20-5-1996 without giving any notice or following laid down procedure by the Management of Baitarini Iron Mines of Dr. Sarojini Pradhan, P.O. Barbil, Distt. Keonjhar, is justified and proper?
2. If not, what relief the workman is entitled to?

#### FINDINGS

Issue No. 1

5. The reference was received in the year 1997. Issues were settled in 7-4-2000. Thereafter the 2nd Party-Workman has not taken any step to appear before the Tribunal to either adduce oral or documentary evidence in support of his case. When the dispute has been raised by the 2nd Party-Workman, the initial burden lies on him to establish his case, that the action of the 1st Party-Management in terminating the services from 20-5-1996 is illegal. In absence of any materials produced on behalf of the 2nd Party-Workman, the Tribunal can not come to the conclusion that the action taken by the 1st Party-Management is unjustified and not proper. Hence, this Issue is answered in favour of the 1st Party-Management.

Issue No. II

6. In view of my findings given in respect of Issue No. 1, the 2nd Party-Workman is not entitled for any relief.

7. Reference is answered accordingly.

S. K. DHAL, Presiding Officer,

नई दिल्ली, 22 नवम्बर, 2001

का.आ. 3360:— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार चेन्नई एयरपोर्ट के प्रबंधन के संबंध में निम्नलिखित श्रमिकों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण चेन्नई के

पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-11-2001 को प्राप्त हुआ था।

[सं. एल-11012/3/99-आई.आर. (एम.)].

बी. एम. डेविड, अवसर सचिव

New Delhi, the 22nd November, 2001

S.O. 3360.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management, Chennai Air Port and their workman, which was received by the Central Government on 19-11-2001.

[No. L-11012/3/1999-IR(M)]

B. M. DAVID, Under Secy,

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Tuesday, the 9th October, 2001

PRESENT :

K. Karthikeyan, Presiding Officer,  
Industrial Dispute No 123/2001.

(Tamil Nadu State Industrial Tribunal I.D. No. 94/99)

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri. G. Iyyadurai and the Management of International Airport Authority of India, Chennai Airport, Chennai.)

#### BETWEEN

Sri G. Iyyadurai : I Party/Workman

#### AND

The Airport Director,  
Chennai Airport, Chennai. : II Party/  
Management.

APPEARANCE :

For the Workman : M/s. R. Lawrence &  
A. Balakrishnan  
Advocates;

For the Management : M/s. Vijay Narayan,  
& R. Parthiban,

The Govt. of India Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned Industrial Dispute for adjudication vide Order No. L-11012/3/99/IR(M) dated 14-5-1999.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, where it was taken on file as I.D. No. 94/99. When the matter was pending enquiry in that Tribunal, the Govt. of India Ministry of Labour was pleased to order transfer of

this case from that Tribunal to this Tribunal for adjudication. On receipt of records from that Tribunal, the case has been taken on file as I.D. No. 123/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before the Tribunal on 1-2-2001. On receipt of notice from this Tribunal, the counsel on either side present with their respective parties and prosecuted this case further.

When the matter came up before me for final hearing on 14-9-2001, upon perusing the Claim Statement, Counter Statement, the other material papers on record, the oral evidence let in on the side of the II Party/Management, upon hearing the arguments advanced by the learned counsel for the II Party/Management alone, and this matter having stood over till this date for consideration, this Tribunal has passed the following :—

#### AWARD

The Industrial Dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows :—

“Whether the action of the Management of International Airport Authority of India, Chennai Airport, Chennai, in terminating the services of Sri G. Iyyadurai by their order dated 16-6-87 is justified? If not, to what relief he is entitled?”

2. The facts of this industrial dispute are briefly as follows :—

The I Party/Workman Sri G. Iyyadurai (herein after refers to as Petitioner) entered the services of the II Party/Management International Airport Authority of India Chennai (hereinafter refers to as Respondent) on 2-1-76 as cleaner/farash. He was arrested by police on 16-7-85 in connection with crime No. 404/85. He was charged with an offence under section 302 and 201 of Indian Penal Code. He was suspended on 16-7-85. On the basis of the investigation and charge sheet, he was tried in Sessions case No. 130/86 on the file of the Sessions Judge, Chengalpet and was convicted and sentenced to life imprisonment on 31-3-1986 under section 302 of the IPC and was given 3 years rigorous imprisonment under section 201 of the IPC. The sentences were ordered to run concurrently. On the basis of the conviction, the Petitioner was dismissed from service under Rule 33(1) of the International Airport Authority of India Employees Conduct, Discipline and Appeal Regulations. During the pendency of the said criminal case, the Petitioner was involved in a case relating to theft of a godrej typewriter belonging to the Airport Authority of India. The Respondent also received a report from the Inspector of Police, Meenambakkam Police Station, in which it was stated that the Petitioner has stolen the typewriter bearing No. 293658 from the Airport Authority and pledged the same with J. Lalith Kumar Jain, a Pawn Broker. This matter came to light when the mortgage receipt was found in the residence of the Petitioner during the police investigation of his involvement in the murder case. The typewriter pledged by the Petitioner was later seized by the police from the pawn broker and disciplinary

proceedings were initiated against the Petitioner. A charge memo dated 4-2-86 for the acts of misconduct that he committed theft of godrej typewriter of the authority, his commission of an act amounting to a criminal offence, acting in a manner prejudicial to the Authority and acting in a manner unbecoming of an employee of the authority. The disciplinary proceedings were under way and the copies of the supporting documents for disciplinary proceedings were also supplied to the Petitioner. Subsequently, the Petitioner was tried for offences under sections 302 and 201 of IPC in sessions case No. 130/86 on the file of Sessions Judge, Chengalpet and was sentenced to life imprisonment on 31-3-87. The Petitioner was dismissed from the service with effect from 16-6-87 by an order dated 16-6-87. The Airport Director (at that time designated as General Manager), Chennai Airport was the competent authority empowered by the International Airport Authority of India exercising the powers of the appointing authority or Disciplinary Authority for major penalty in respect of Group ‘C’ and ‘D’ employees of the Chennai Airport under the Regulations. Thereafter, the Petitioner Sri G. Iyyadurai represented through his advocate Sri Raj Kumar Roberts, Chennai. Notice dated 24-9-93 and 4-11-93 demanded reinstatement of the Petitioner on the ground that the Petitioner was acquitted by the High Court in C.A. No. 222/87 giving the Petitioner the Petitioner the benefit of doubt. The Then Airport Director considered the Petitioner's plea examined the relevant documents relating to the Petitioner's suspension and subsequent dismissal from the services of International Airport Authority of India. In view of the Petitioner's involvement in the theft case as revealed from the documentary evidence, the Airport Director did not see sufficient cause to reinstate the Petitioner in the services of the International Airport Authority of India and the Petitioner's plea for reinstatement was rejected. The Petitioner's letter dated 8-10-96 was received by the Respondent but the same was not replied as suitable reply has already been communicated by order dated 18-3-94. The Petitioner has also filed a case No. CCP No. 87/1996 before the Central Labour Court, Chennai under section 33C(2) of the Industrial Disputes Act. That petition filed by the Petitioner was dismissed by the Central Labour Court, Chennai on 31-8-98.

3. The Petitioner in his Claim Statement has alleged that his conviction was set aside by the Hon'ble High Court of judicature at Madras in Cr. No. 404/85 by quashing the same consequently, the question of detention does not arise at all. So also, the suspension order based on the Cr. No. 404/85, became void in law. No enquiry was conducted, no finding was rendered and no show cause notice was given in pursuance of the charge cum suspension order dated 16-7-85. The Petitioner was illegally dismissed from the service based on the charge cum suspension order dated 15-7-85 by dismissal order dated 16-6-87 based on crime No. 404/85. He was acquitted in appeal by the Hon'ble High Court on 6-8-93. So, the removal order dated 16-6-87 which was passed based on the charge cum suspension order dated 16-7-85 by the General Manager is to be set aside, since it was based on Crime No. 404/85. Further, the Respondent has not considered the past record of the Petitioner and the dismissal order was passed on 16-6-87 by incompetent person. Hence, it is void. The enquiry was in

flagrant violation of statutory standing orders of the Respondent, consequently, the principles of natural justice has been violated. There was utter disregard of the procedure, a total non-application of mind in passing the dismissal order as well as the appellate order passed by the Respondent dated 18-3-94. The Petitioner has raised an industrial dispute before the Labour Officer, Conciliation (Central), Chennai which was ended in a failure. The Hon'ble Court may be pleased to direct the Respondent to reinstate the Petitioner in service with all benefits, continuity of service with all benefits, continuity of service etc. and further impose compensation of Rs. 75,000 with Cost Rs. 1,000.

4. The contention of the Respondent/Management in their Counter Statement is that the Petitioner was convicted in session case by the Sessions Judge, Chengalpet for life imprisonment on 31-3-87, the report dated 9-1-86 was received from the Inspector of Police, Meenambakkam Police Station informing that the Petitioner had stolen the typewriter bearing No. 293658 which he had pledged the same with J. Lalith Kumar Jain a pawn broker. It was brought to the notice of International Airport Authority of India that the pledge receipt was found from the Petitioner's house during the investigation of the murder case. The said typewriter pledged by the Petitioner was later seized by the police from the pawn broker of Nanganallur, Chennai. The Airport Director after considering the gravity of the offence committed by the Petitioner, invoked the powers conferred under Regulations and imposed major penalty of dismissal of the Petitioner from the services of International Airport Authority of India. The Airport Director (at that time designated as General Manager), Chennai Airport was the competent authority empowered by the International Airport Authority of India, exercised the powers of the appointing authority or Disciplinary Authority for major penalty in respect of Group C and D employees of the Chennai Airport under the regulations. There are no merits in the petition and the petition is liable to be rejected. The Petitioner is not entitled to reinstatement or any other benefits. Hence, it is prayed that this Hon'ble Tribunal may be pleased to dismiss the petition.

5. When the matter was taken up for enquiry, on the side of the Petitioner no one was examined and no document has been marked as Petitioner's exhibit. On the side of the Respondent/Management Assistant Personnel Manager of II Party/Management International Airport Authority of India, Chennai Airport was examined as MW1 and 9 documents have been marked as management Exs. M1 to M9. The learned counsel for the Petitioner has not turned up for any argument. The learned counsel for the II Party/Management alone has advanced his arguments.

6. The Point for my consideration is—

“Whether the action of the Management of International Airport Authority of India, Chennai Airport, Chennai, in terminating the services of Shri G. Iyyadurai by their order dated 16-06-87 is justified? If not, to what relief he is entitled?”

Point :—

The Petitioner workman Sri G. Iyyadurai was working as cleaner/farash under the II Party/Management International Airport Authority of India, Chennai. It is admitted that the Petitioner was arrested by the Police on 16-7-85 in connection with crime No. 404/85 for an offence under Sections 302 and 201 IPC. It is also admitted that the Petitioner was convicted by the Sessions Judge, Chengalpet and sentenced him life imprisonment for an offence under Section 302 IPC and three years rigorous imprisonment under Section 201 IPC. The contention of the Petitioner that on appeal, the said conviction was set aside by the Hon'ble High Court of judicature at Madras and he was acquitted in the appeal on 6-8-93. It is alleged in the Counter Statement of the Respondent/Management that during the pendency of the said criminal case, the Petitioner was involved in a case relating to theft of a godrej typewriter belonging to the International Airport Authority of India, Chennai and that during the police investigation of the Petitioner's involvement in the murder case, a mortgage receipt was found in the residence of the Petitioner. From that it came to light that the Petitioner had stolen the typewriter bearing No. 293678 from the International Airport Authority of India and pledged the same with J. Lalith Kumar Jain, a pawn broker. The typewriter pledged by the Petitioner was later seized by the police from the pawn broker. Disciplinary proceedings were initiated against the Petitioner vide charge memorandum dated 4-2-86. It is further alleged in the Counter Statement of the Respondent that the disciplinary proceedings were under way and the copies of the supporting documents for disciplinary proceedings were also supplied to the Petitioner and subsequently, the Petitioner was tried for the offences under Sections 302 and 201 of IPC. In Sessions case No. 130/86 and he was sentenced to life imprisonment on 31-3-87 by the Sessions Judge, Chengalpet. The Petitioner was dismissed from service of the authority under Regulation 33(1) of International Airport Authority of India employees conduct, discipline and appeal regulations w.e.f. 16-6-87 by the order dated 16-6-87. These things have not at all been stated in the Claim Statement. Apart from pleading all these things, the Respondent has examined MW1, the Assistant Personnel Manager employed by the Respondent/Management. Ex. M1 is the xerox copy of the letter dated 2-12-85 addressed to the Inspector of Police, Meenambakkam Police Station, Madras by Assistant Director, International Airport Authority of India, Madras. In that letter the Assistant Director has requested the Police Inspector to furnish the details with regard to the registration of case against the Petitioner for the theft committed by the Petitioner of the typewriter belong to the International Airport Authority of India. Ex. M2 is the xerox copy of the reply given by the Inspector of Police, Meenambakkam Police Station, in which he has stated that police has registered a case against the Petitioner G. Iyyadurai, and the typewriter pledged by him with the pawn broker, Nanganallur, Madras J. Lalith Kumar Jain was also seized. Ex. M3 is the xerox copy of the charge memo dated 4-2-1986 issued to the Petitioner for his commission of theft of Godrej typewriter belong to the Respondent/Management.

Ex. M4 is the xerox copy of the letter dated 8-7-86 sent by the Assistant Director to the Inspector of Police, Meenambakkam Police Station, requesting the police to send a copy of the pawn broker receipt issued by M/s. J. Lanth Kumar Jain to G. Iyyadurai which was seized by the police for the purpose of departmental enquiry since the Petitioner had asked the copy of the receipt. Ex. M5 is the xerox copy of the letter dated 22-7-86 sent by the Assistant Director of the Respondent/Management to the Inspector of Police, Meenambakkam reminding them to send the copy of the pawn broker receipt for continuing the enquiry against the Petitioner. Pending enquiry, the Petitioner was sentenced to life imprisonment by the Sessions Judge, Chengalpet in the murder case against him and on coming to know this, the General Manager, Disciplinary Authority passed an order dated 16-6-87 dismissing the Petitioner from service with immediate effect. The xerox copy of the order is Ex. M8. It is stated in the Counter Statement that thereafter Sri G. Iyyadurai represented through his advocate Sri Raj Kumar Roberts, Chennai by notice dated 24-9-93 and 4-11-93 demanded reinstatement of the Petitioner on the ground that the Petitioner was acquitted by the High Court in the appeal. Then the Airport Director has considered his plea and examined the relevant documents relating to Petitioner's suspension and subsequent dismissal from the services of International Airport Authority of India and from the records, it was clear that the Petitioner was charge sheeted for the theft of godrej typewriter belong to the Respondent/Management and in view of the Petitioner's involvement in the theft case, as revealed from the documentary evidence, the Airport Director did not see sufficient cause to reinstate the Petitioner in the services of the International Airport Authority of India and the Petitioner's plea for reinstatement was rejected. MW1 has also deposed so in his evidence. Ex. M7 is the xerox copy of the order passed by the Airport Director dated 18-3-94. Exs. M8 and M9 are the xerox copies of the letters dated 21-10-98 and 10-11-98 respectively sent by the Assistant Personnel Manager of the Respondent/Management to the Inspector of Police requesting them to inform the latest position of the case registered against the Petitioner for the theft of godrej typewriter of Respondent Management. It is the evidence of the MW1 that in spite of these reminders to the police, the Respondent/Management have not received any reply for the same. MW1 in the cross examination has stated that the enquiry against the Petitioner in respect of the theft of godrej typewriter belong to the Respondent/Management could not be proceeded with because the Petitioner was convicted and sentenced with imprisonment in the criminal case. To the MW1 in the cross examination nothing has been suggested by the learned counsel for the Petitioner that the Petitioner has not committed the theft of godrej typewriter belong to the Respondent/Management and what that is stated by the police and the seizure of the said godrej typewriter by the police along with the pawn ticket for the pledge of that typewriter to the pawn broker were also false. On the other hand, there was sufficient evidence available in this case as documentary evidence to show that the Petitioner has committed theft of godrej typewriter belong to the Respondent/Management. This fact of commission of theft of the typewriter belong

to the Respondent/Management for which disciplinary action has been taken against the Petitioner, by issuing a charge sheet has not been stated in the Claim Statement at all. The entire facts has been buried in the Claim Statement. When the fact of theft said to have been committed by the Petitioner has been specifically averred in the Counter Statement by the Respondent/Management and also spoken to in evidence by MW1 and records to that effect has been filed on the side of the Management, they have not disputed by the Petitioner as they are false and one such theft has not been committed by him at all. This evidence available on the side of the Respondent/Management go to show that the Petitioner while in service under the Respondent/Management as a cleaner has committed an offence of theft punishable under IPC. Such being the character of the employee, the Respondent/Management is not expected to reinstate him in service. Though the Petitioner has been acquitted by the High Court of Madras, on appeal in murder case on 6-8-93, the Petitioner has chosen to file a petition before the Central Labour Court, Chennai as CCP No. 87/96 under Section 33C(2) of the Industrial Disputes Act, 1947, the said petition filed by the Petitioner in 1996 was dismissed by the Central Labour Court, Chennai on 31-8-1998. This allegation in the Counter Statement of the Respondent has not been disputed by the Petitioner. From all these things, it is evident that the Respondent/Management, the International Airport Authority of India, Chennai Airport, Chennai has terminated the services of Sri G. Iyyadurai by an order dated 16-6-87 since the Petitioner was sentenced to life imprisonment on 31-3-97 on a murder charge by the Sessions Judge, Chengalpet. So the order passed by the Respondent/Management on that day is quite justified, which is in accordance with the Regulation 33(1) of International Airport Authority of India Employees Conduct, Discipline and Appeal Regulations. It cannot be said that it is unjustified. It is also seen from the facts of this case that subsequently also the request made by the Petitioner through his counsel for reinstatement in service has not been considered and the same was rejected by the Respondent/Management because of the fact that the Petitioner had shown to be involved in commission of theft of godrej typewriter belong to the Respondent/Management. Hence the Petitioner is not entitled to any relief. Thus, the point is answered accordingly.

7. In the result, an Award is passed holding that the action of the Management of International Airport Authority of India, Chennai Airport, Chennai in terminating the services of Sri G. Iyyadurai by order dated 16-6-87 is justified. Hence, the concerned workman is not entitled for any relief. No cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 9th October, 2001.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :

For the I Party/Workman : None.

For the II Party/Management : MW1 Shri M. Natarajan.

Documents marked :

For the I Party/Workman : Nil.

For the II Party/Management :—

- Ex. No. Date Description
- M1 02-12-85—Xerox copy of the letter from the Management to the Inspector of Police.
- M2 09-01-86—Xerox copy of the letter from Sub-Inspector to IAAI with enclosures.
- M3 04-02-86—Xerox copy of the charge memo issued to Petitioner along with enclosures.
- M4 08-07-86—Xerox copy of the letter from IAAI to the Inspector of Police.
- M5 22-07-86—Xerox copy of the letter from AAI to the Sub-Inspector of Police.
- M6 16-06-87—Xerox copy of the order of dismissal passed by IAAI.
- M7 18-03-94—Xerox copy of the order passed by the Respondent.
- M8 21-10-98—Xerox copy of the letter from the Management to the Inspector of Police.
- M9 10-11-98—Xerox copy of the letter from the Management to the Inspector of Police.

नई दिल्ली, 27 नवम्बर, 2001

का.आ. 3361—केन्द्रीय सरकार, लौह अयस्क खान, मैंगनीज अयस्क, खान और क्रोम अयस्क खान अथवा कल्याण निधि अधिनियम, 1976 (1976 का 61) की धारा 2 की उपधारा (1) के खंड (छ) के उपखण्ड (ii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत के राजपत्र के भाग II, खंड 3, उपखंड (ii) में तारीख 13 मार्च, 2000 को प्रकाशित इस मंत्रालय की अधिसूचना संख्यांक का.आ. 729 तारीख 13 मार्च, 2000 के अन्तर्गत में उक्त अधिनियम के प्रयोजन के लिए नीचे दी गई अनुसूची में विनिर्दिष्ट कारखानों को धातुकर्म संबंधी कारखानों के रूप में घोषित करती है, अर्थात्—

अनुसूची

- मैथान सिरेकिम लिमिटेड,  
पो.आ. चिरकुंडा, जिला धनबाद (झारखंड)
- सीमेंट कारपोरेशन ऑफ इंडिया लिमिटेड,  
तन्दूर, रंगारेड्डी (जिला) आन्ध्र प्रदेश
- केसारेम सीमेंट,  
बसंत नगर, करीमनगर (जिला) आन्ध्र प्रदेश
- प्रियदर्शिनी सीमेंट लिमिटेड,  
रामापुरम, नालगोंडा (जिला) आन्ध्र प्रदेश
- पद्मा सीमेंट इंडस्ट्रीज लिमिटेड,  
तलारिचेरु अनन्तपुरम (जिला) आन्ध्र प्रदेश

- रासी सीमेंट लिमिटेड,  
विष्णुपुरम, नालगोंडा (जिला) आन्ध्र प्रदेश
- साही सीमेंट लिमिटेड,  
कोटाकुडी, कन्याकुमारी (जिला) आन्ध्र प्रदेश
- हेमा केमिकल्स इंडस्ट्रीज,  
यूनिट 1, 4-13-14, इंडस्ट्रियल एरिया,  
गोरवा, बड़ोदा (गुजरात)
- मिनरेफ इंडस्ट्रीज,  
10 ओल्ड पोस्ट आफिस स्ट्रीट,  
तीसरा तल, बस संख्यांक 84,  
कोलकाता (प. बंगाल)
- हैदराबाद इंडस्ट्रीज लिमिटेड,  
हैवी इंजीनियरिंग डिपार्टमेंट,  
डा. घ. हिन्दमोटर 712233 हुगली (प. बंगाल)
- टाटा पिगमेंट्स लिमिटेड,  
साक्षी, बाउलबर्द, जमशेदपुर (झारखंड)
- हिन्दुस्तान जिक लिमिटेड,  
डा. घ. तुंदू, जिला धनबाद (झारखंड)
- कल्याणपुर लाइम एंड सीमेंट वर्क्स,  
स्थान और डा. घ. बंजारी, रोहतास (बिहार)
- दिव्यज्योति केमिकल्स प्राइवेट लिमिटेड,  
कानारबाई, स्थान और डा. घ. अनंतपुर  
वाया भुवन, बेंकनोल (उड़ीसा)
- आई.पी.आई. स्टील लिमिटेड,  
स्थान और डा. घ. गुंडीचपड़ा,  
जिला धनकेनाल (उड़ीसा)
- इंडोमेटल एलाएंस,  
अयोध्या (उड़ीसा)
- कृष्णा फेरा प्राइवेट लिमिटेड,  
एच 3, सिविल टाउनशिप,  
राउरकेला 769004 (उड़ीसा)
- कलिंग मिनिरल्स,  
डा. घ. गुवंत, जिला धनकेनाल (उड़ीसा)
- ओरिजेम लिमिटेड,  
क्वार्टरस सं. 4 बी-1/2 एकक-1,  
भुवनेश्वर 751009 (उड़ीसा)
- रेक्सान स्ट्रिप्स लिमिटेड,  
राउरकेला 769011,  
जिला, सुंदरगढ़ (उड़ीसा)

21. सिद्धार्थ केमिकल्स,  
जैड-10, सिविल टाउन शिप,  
राउरकेला-769004 (उड़ीसा)

[फा.सं. एस-23017/14/96-डब्ल्यू-II]

देवेन्द्र कुमार सिंह, कल्याण प्रायुक्त (मुख्यालय)

New Delhi, the 27th November, 2001

S.O. 3361.—In exercise of the powers conferred by sub-clause (ii) of clause (g) of sub-section (1) of section 2 of the Iron Ore Mines, Manganese Ore Mines and Chrome Ore Mines Labour Welfare Fund Act, 1976 (61 of 1976) and in continuation of this Ministry's notification number S.O. 729, dated the 13th March, 2000, published in Part II, Section 3, sub-section (ii) of the Gazette of India, dated the 25th March, 2000, the Central Government hereby declares the factories specified in the Schedule below to be metallurgical factories for the purposes of the said Act, namely :—

#### SCHEDULE

1. Maithan Ceramic Limited,  
P.O. Chirkunda, District Dhanbad (Jharkhand).
2. Cement Corporation of India Limited,  
Tandur, Ranga Reddy District, Andhra Pradesh.
3. Kesoram Cement,  
Basantnagar, Karimnagar District, Andhra Pradesh.
4. Priyadarshini Cement Limited,  
Ramapuram, Nalgonda District, Andhra Pradesh.
5. Panna Cement Industries Limited,  
Talaricheruvu, Ananthapur District, Andhra Pradesh.
6. Raasi Cements Limited,  
Vishnupuram, Nalgonda District, Andhra Pradesh.
7. Saha Cements Limited,  
Thottakudi, Kanyakumari District, Andhra Pradesh.
8. Hema Chemicals Industries,  
Unit No. 1, 4/13-14, Industrial Area, Gorwa, Baroda (Gujarat).
9. Minref Industries,  
10, Old Post Office Street,  
3rd Floor, Room No. 84,  
Kolkata-1 (West Bengal).
10. Hyderabad Industries Limited,  
Heavy Engineering Division,  
P.O.-Hindmotor-712233, Hooghly (West Bengal).
11. Tata Pigments Limited,  
Sakchi, Boulevard, Jamshedpur (Jharkhand).
12. Hindustan Zinc Limited,  
PO : Tundoo, District Dhanbad, (Jharkhand).
13. Kalyanpur Lime and Cement Works,  
At & PO : Banjari, Rohtas (Bihar).
14. Dibyajyoti Chemicals Pvt. Limited,  
AT-Kanakhai, P.O. Anantpur,  
Via : Bhuban, District Dhenkanal (Orissa).
15. IPI Steel Limited,  
AT/P.O. Gundichapada,  
District : Dhenkanal (Orissa).
16. Indo Metal Alloys,  
Keonjhar (Orissa).
17. Krishna Ferro Products Limited,  
H-3, Civil Township,  
Rourkela-769004 (Orissa).
18. Kalinga Minerals,  
P.O. Bhuban, District Dhenkanal (Orissa).
19. Orichem Limited,  
Qr. No. IVB-1/2, Unit-1,  
Bhubaneswar-751009 (Orissa).
20. Rexon Strips Limited,  
Rourkela-769011,  
District Sundargarh (Orissa).
21. Sidhartha Chemicals,  
Z-10, Civil Township,  
Rourkela-769004 (Orissa).

[F. No. S-23017/14/96-W.II]

DEVENDRA KUMAR SINGH, Welfare  
Commissioner (Headquarters)